



Empowerment Center Oversight Advisory Board Strategic Planning Retreat Agenda November 5th, 2014 @ 1:00 pm

Alachua County Department of Community Support Services
218 SE 24th Street, John Henry Thomas Health Center Conference Room
Gainesville, FL 32641

1. Department of Forestry
2. Shared Vision of the Empowerment Center Oversight Advisory Board
3. Alachua County, City of Gainesville, & Alachua County Coalition for the Homeless and Hungry Joint Presentation
4. Creation and Appointments of Other Groups Assisting/Advising the Oversight Board
5. Next Steps
 - a. Short Term Priorities
 - b. Long Term Priorities
6. Commission General Comments and Informal Discussion
7. Citizen Comments
8. Adjournment

Item #1 – Department of Forestry Presentation

Item Description:

At the last meeting, members requested a representative of the Department of Forestry attend the next meeting and present information on property management of State owned lands. Also, information about the land management process, use of the road, camping regulations, and other issues related to proposed or current use.

Recommended Action:

Hear comments and question and answer with a representative from the Department of Forestry. Provide staff further direction.

Tentatively, Rick Dolan, Forestry Operations Administrator, Florida Forest Service, Florida Department of Agriculture and Consumer Services will be attending the meeting. Due to another commitment he may not arrive at the beginning of the meeting.

Back Up Documentation:

No back-up information, discussion, and question and answer

Item #2 – Develop a Shared Vision

Some Possible Considerations for Discussion:

- Establish Common Definitions
- Type and Level of Sheltering and Services
 - Wet, Dry, Emergency, Transitional, Camping
 - Healthcare Services
- Criteria for Services & Sheltering
 - Who to serve
 - Adults, Children, Families
 - Engaged, Non-engaged, Chronic Homeless, Criminal History
 - Entire community, at risk of homelessness, homeless
- How Broad of a Reach
 - Geographic Boundaries
 - Geopolitical Boundaries
- Resources

Back-Up Documentation:

- Excerpt from the City of Gainesville and Alachua County Inter-Local Agreement
- Photo(s) of Surrounding Properties and Empowerment Center Structures
- Nine (9) Year Summary, 2014, and 2013 Point in Time Homeless Survey Results
- Homeless find hope in Pinellas charity-run complex, St. Petersburg Times, 7/25/10
- An Evaluation of Dignity Village, Executive Summary. February 2010
- Hope for the Homeless, Florida Trend.com, November 2010
- Healthcare Services at the Grace Marketplace, Short and Long Term Vision

Excerpt from the Inter-Local Agreement

3. **Oversight Advisory Board.** The parties desire to create an advisory board that will provide oversight for the Empowerment Center (the “Oversight Board.”) The Oversight Board will develop a long-term vision for the success of the Empowerment Center and the broad range of homeless and social/community services that are or may be provided at the Empowerment Center. The Oversight Board will review the performance of the providers (including the existing Provider) that utilize the Empowerment Center. However, the Oversight Board will not direct the day-to-day operations of the providers or the Empowerment Center. The Governing Board will be advisory to the City Commission and the Board of County Commissioners and will have no final decision-making authority. Any final decision making, such as, but not limited to, amending agreements, encumbering, authorizing use of or otherwise committing the Empowerment Center property or providing City or County funding will require action by the City Commission and/or County Commission, as appropriate to the decision.

Empowerment Center Surrounding Structures



Grace Marketplace at the Empowerment Center



**2014 COUNT OF HOMELESS PEOPLE IN ALACHUA COUNTY
IN SHELTERS, UNSHELTERED,
AND IDENTIFIED AS STUDENTS IN PUBLIC SCHOOLS**

SUMMARY OF COUNT	2014	2013	2012	2011	2010	2009	2008	2007	2006
SHELTER COUNT	902[^]	814	543	571	365	336	352	278	330
UNSHELTERED COUNT	617*	995	1235	816	672	740	616	395	540
Street Count	(584)	(987)	(1107)	(658)	(575)	(626)	(465)	(325)	(446)
Jail Count	(25)	?	(117)	(129)	(72)	(80)	(115)	(51)	(50)
Hospital Count	(8)	(8)	(11)	(29)	(25)	(34)	(36)	(19)	(44)
SCHOOL SYSTEM COUNT	572	477	316	394	234	518	397	279	321
TOTAL	2,091	2,286	2094	1781	1271	1594	1365	952	1191

Count taken on 1/29/14 regarding the night of 1/29/14 by the ACCHH in accordance with the requirements of the U.S. HUD.

[^] On January 28th we provided “Cold Night Shelter” so our sheltered count is up partially due to that.

**January 29th was an exceptionally cold and rainy day in our Continuum. Due to the weather, our surveyors had a difficult time locating homeless persons who had taken shelter from the weather outside of their camps. This number is low primarily for that reason.*

COUNTY	STREET COUNT	SHELTER COUNT	JAIL	HOSPITAL	SCHOOL	In DCF assistance systems as “Homeless ^d ”
ALACHUA	584	902	25	8	572	2546
BRADFORD			0		162	179
GILCHRIST					?	173
LEVY		28			94#	302
PUTNAM	26	27			628	888
TOTALS	610	957	25	8	1456 + Gilchrist	4088

Of the 94 homeless students in Levy County: 1 was unaccompanied; 86 were doubled-up; 1 was in a hotel; 6 were living in places not meant for human habitation.

DEPARTMENT OF CHILDREN AND FAMILIES



Lead Agencies Reporting of
2014
Point-in-Time Count Results

*Council on Homelessness 2014 Report
To Governor and Legislature*

Submit to the Office on Homelessness
By Close of Business, April 15, 2014

Return to: Tom_Pierce@dcf.state.fl.us

Office on Homelessness
Department of Children and Families
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
850-922-4691
FAX: 850-487-1361

2014 Survey

To assist the Department of Children and Families in preparing the 2014 Council on Homelessness Report, as required by s.412.622(9), Florida Statutes, please fill in the following:

Name of
Continuum: Alachua County Coalition for the Homeless and Hungry, Inc.

Mailing Address: 703 NE 1st Street, Gainesville, FL 32601

Telephone
Number: 352-372-2549 Fax Number: 352-373-4097

Executive
Director: Theresa Lowe

Email Address: Acchh.ed@gmail.com

Person Completing the
Survey: Theresa Lowe

Phone Number for this
Person: 352-372-2549, ext. 528

A. Homeless Population by County

Report the total number of persons and households who are homeless on any given day for each county covered or served by your continuum in January 2014, as aggregated for your 2014 Point-in-Time submission to HUD.

Federal Definition: Who Should be Included in the 2014 PIT

For the Sheltered count, CoC's should include all individuals and families who meet the following criteria:

An individual or family living in a supervised publicly or privately operated shelter designed to provide temporary living arrangements, including:

- Congregate shelters;
- Hotels and motels paid for by charitable organization, or by federal, state or local government programs for low income individuals;
- Transitional housing;
- Safe Haven provider programs.

For the unsheltered count, CoC's should include all individuals or families who meet the following criteria:

An individual or family with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including:

- A car;
- Park;
- Abandoned building;
- Bus or train station;
- Airport;
- Campground.

Data Source: *(Check one.)*

☒

January 2014 Count - conducted last 10 days of January 2014

☐

Other Date - Waiver Granted by HUD.

Enter date.

- Check the methods used to enumerate the homeless persons.

<input checked="" type="checkbox"/>	Point-in-time count with no interview
<input checked="" type="checkbox"/>	Point-in-time with interviews
<input type="checkbox"/>	Point-in-time plus sample interviews
<input checked="" type="checkbox"/>	Point-in-time plus extrapolation
<input checked="" type="checkbox"/>	Administrative data from providers of services
<input checked="" type="checkbox"/>	Public places count
<input checked="" type="checkbox"/>	Public places count with interviews
<input type="checkbox"/>	Sample of interviews
<input type="checkbox"/>	Extrapolation from Point-in-time and sample of interviews
<input type="checkbox"/>	Public places count using probability sampling
<input type="checkbox"/>	Service-based count for non-shelter services
<input type="checkbox"/>	HMIS
<input type="checkbox"/>	Other

* Check all methods used.

2014 Count by County

OPTION 1. Conducted 2014 Sheltered and Unsheltered Count

If you conducted in 2014 BOTH the point-in-time count for the persons living in emergency sheltered situations, as well as a count of the unsheltered homeless on the street, or in places not meant for human habitation, report your results below.

TABLE 1

County Name		Federal/HUD Homeless Definition	
		# Persons	# Households
1	Alachua	1519	1000
2	Bradford	Did not participate	Did not participate
3	Levy	Did not participate	Did not participate
4	Gilchrist	Did not participate	Did not participate
5	Putnam	49	39
6			
7			
TOTAL		1568	1039

OPTION 2. Conducted only a 2014 Sheltered Point-in-Time Count.

If you only conducted the count for the persons living in emergency shelters in 2014, please provide the summary data using the table below. Enter your 2014 sheltered count data in the appropriate columns, and also provide your 2013 unsheltered count data in the unsheltered columns.

TABLE 2

County Name		# Homeless Persons		# Households	
		2014 Sheltered	2013 Unsheltered	2014 Sheltered	2013 Unsheltered
1					
2					
3					
4					
5					
6					
7					
8					

TOTALS

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Please complete EITHER Table 1, or Table 2, depending on the extent of your 2014 Point-in-Time Count.

Instructions:

For the balance of this report, please provide the data on the homeless population counted in your 2014 point-in-time count. If you only did a sheltered count, only provide the data for the 2014 sheltered homeless persons.

Data Element Gender	Total Number Homeless Persons	Percentage
Male	1091	69.6
Female	458	29.2
Transgendered Male to Female	5	.3
Transgendered Female to Male	0	0
Other	5	.3
Don't know	0	0
Refused	9	.6
TOTAL	1568	100.0%

Age	Total Number Homeless Persons	Percentage
Persons under 18 years	25	1.6
Persons 18 to 24 years	94	6.0
Persons age 24 - 60	1201	76.6
Elderly – over 60 years	136	8.7
Refused	111	7.1
TOTAL	1568	100.0%

Ethnicity	Total Number Homeless Persons	Percentage
Hispanic or Latino	55	3.5
Non Hispanic/Non-Latino	1439	91.8
Don't know	28	1.8
Refused	45	2.9
TOTAL	1568	100.0%

Data Element Race	Total Number Homeless Persons	Percentage
American Indian/ Alaska Native	38	2.4
Asian	0	0
Black/African American	607	38.7
Native Hawaiian/ Pacific Islander	22	1.4
White	833	53.1
Don't know	17	1.1
Refused	52	3.3
TOTAL	1568	100.0%

Military Veteran Served on active duty in the US military	Total Number Homeless Persons	Percentage
Yes	619	39.5
Male	568	Not Applicable
Female	51	
No	936	59.7
Don't know	0	0
Refused	13	0.8
TOTAL	1568	100.0%

Household Type	Total Number Homeless HOUSEHOLDS	Percentage
A. Households with at least one Adult and one Child	126	12.1
• Households with only 1 child	52	Not applicable
• Households with multiple children	74	Not applicable
B. Households <u>without</u> Children	888	85.5
C. Households with Children Only	25	2.4
TOTAL Households	1039	100.0%

Disabling Condition	Total Number Homeless Persons	Percentage
Yes	737	47
No	685	43.7
Don't know	74	4.7
Refused	72	4.6
TOTAL	1568	100.0%
Type of disabling condition	Total Number Homeless Persons	Percentage
Physical	404	Do Not Report
Developmental	30	
Mental Health	326	
Drug or Alcohol Addiction	141	
HIV/AIDS	12	

Prior Episodes of Homelessness in last 3 years, number of separate times homeless.	Total Number Homeless Persons	Percentage
No Prior Episode of Homeless (First time homeless)	549	35
One time	375	23.9
2 – 3 times	342	21.8
4 or more times	303	19.3
TOTAL	1568	100.0%

Length of Current Homeless Episode	Total Number Homeless Persons	Percentage
1 week or less	61	3.9
More than 1 week, less than 1 month	118	7.5
1 to 3 months	196	12.5
More than 3 months, less than 12 months	292	18.6
1 year or longer	902	57.5
TOTAL	1519	100.0%

Data Element Cause of Homelessness	Total Number Homeless Persons	Percentage
Employment/financial reasons	691	44.1
Housing Issues - Forced to relocate from home	375	23.9
Medical/disability problems	220	14
Family problems	265	16.9
Natural/other disasters	13	0.8
Recent immigration	5	0.3
TOTAL	1568	100.0%

Data Element Length of Stay in the County Prior to Becoming Homeless	Total Number Homeless Persons	Percentage
1 week or less	35	3.8
More than 1 week, less than 1 month	71	7.6
1 to 3 months	116	12.5
More than 3 months, less than 12 months	174	18.7
1 year or longer	534	57.4
(NOTE: 638 arrived here homeless— 638+930=1568) TOTAL	930	100.0%

Foster Care History Were you ever a foster care child?	Total Number Homeless Persons	Percentage
Yes	205	13.1
No	1363	86.9
TOTAL	1568	100.0%

Thank You!

Please return to the Office on Homelessness at:

Tom_Pierce@dcf.state.fl.us

or

Fax: 850-487-1361



703 NE 1st Street
Gainesville, FL 32601

City of Gainesville/Alachua County Office on Homelessness



Phone: 352-372-2549
Fax: 352-373-4097

North Central Florida Continuum of Care 2013 Point In Time Survey

The U.S. Department of Housing and Urban Development (HUD) requires every Continuum of Care nationally to conduct a Point In Time survey annually, during the last ten days of January. This year, the local Annual Point In Time Survey (PIT) was conducted on Tuesday, January 29, 2013.

Changes in this year's survey:

The 2013 count was conducted over the course of one long day, beginning at 4:00 a.m. and ending at 11:00 p.m. This represents a change from previous years. In the past, the survey was conducted over two days, asking about the same night each day. The survey began at 10:00 a.m. on the first day and ran until 11:00 p.m. It then started again the next morning about 5:00 a.m. and ran until 2:00 p.m.

Another change was in the number and type of surveyors used. In the past, nearly all of our surveyors were homeless persons hired for the day to conduct the surveys. Each surveyor was hired for between four and 20 hours and paid \$10.00 per hour of work. This year, due to the overwhelming response for assistance from within our homeless community and the desire to allow each person who responded to work for at least some time, each surveyor was limited to a two hour shift. This shortened time made it more difficult for our surveyors to travel to the further parts of the county and conduct surveys beyond the more central parts of Gainesville. We also had more surveyors who are from the Coalition's member agencies. We have reviewed the changes and will begin planning for next year's survey in the fall with the goal of returning to our previous reach.

Unless specified, all of the numbers reported are for Alachua County, Florida. Although the North Central Florida Continuum of Care covers a five county area (Alachua, Bradford, Gilchrist, Levy and Putnam), Alachua is the only county in which we have traditionally conducted a PIT. Current plans for the 2014 survey include conducting a more extensive count in Putnam County, including a street count. We will be seeking to also survey in Bradford County in 2014, and expand our count to Gilchrist and Levy in 2015.

Please note that percentages do not always total 100%. Our respondents had the option of refusing to answer any question. Some questions allowed the respondent to answer with more than one response. The first part of this report addresses our unsheltered homeless population. Sheltered homeless persons are addressed at the end of the report.

Definition of "homeless":

For purposes of this report, we are utilizing the HUD definition of the term "homeless":

1. an individual or family who lacks a fixed, regular, and adequate nighttime residence;
2. an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
3. an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);
4. an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided.

There are extensions of this definition that may be applied to various programs, including those designed for school children; however, for the purposes of our PIT and this report, we are utilizing the definition above.

School counts:

For purposes of the school counts, we are utilizing the definition of “homeless” established in the McKinney-Vento Act. This act expands the definition of “homeless” beyond what was defined above. In this case, the term "homeless children and youths" means individuals who lack a fixed, regular, and adequate nighttime residence; and includes:

1. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;
2. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
3. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses above.

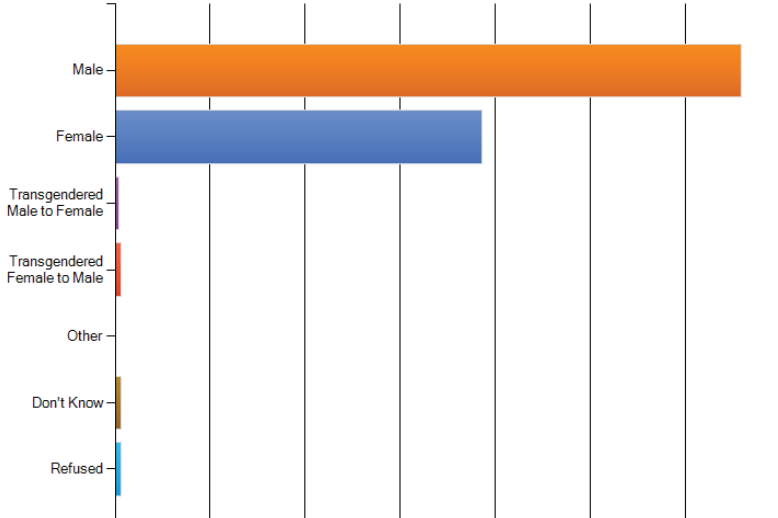
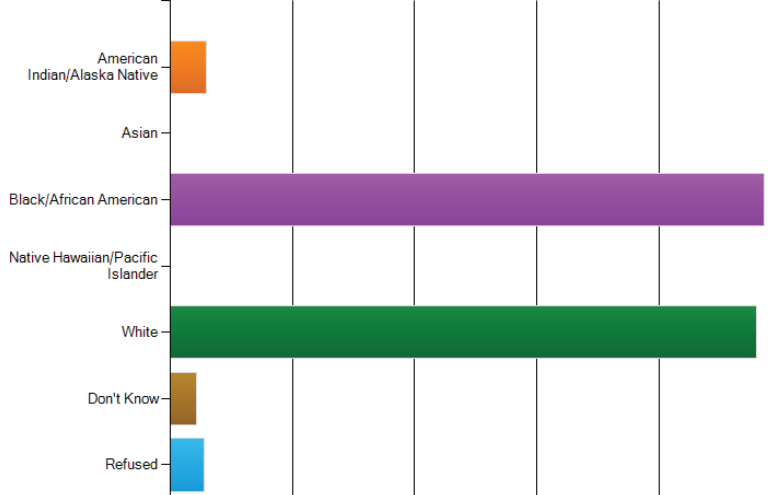
Based on the above definition,

- Alachua County reported 477 children
- Bradford reported 108 children
- Gilchrist did not report
- Levy reported 129 children
- Putnam reported 542 children

The counts reported include ONLY the children registered in school. They do not include parents or siblings not in school. Therefore, for each child counted, there is at least one other person who is also homeless, meaning the numbers are effectively at least doubled.

Street count:

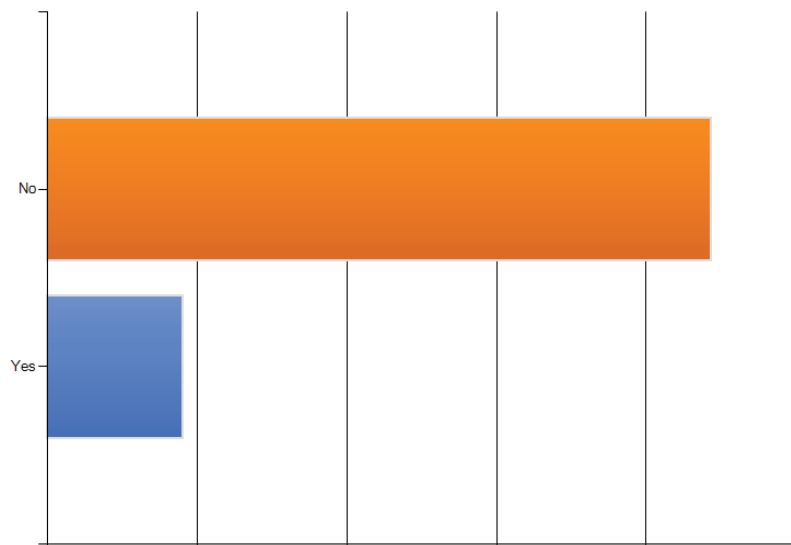
Our surveyors encountered 987 unsheltered persons who identified as homeless during the survey. Of these, 873 agreed to be surveyed.

<p>61.7% of our respondents are male; 36.2% are female and 1% identified as transgendered.</p> <p>That breaks out to 539 men; 316 women and 9 transgendered.</p> <p>34 of the women said they are pregnant.</p>	<p style="text-align: center;">Gender</p>  <table border="1"><thead><tr><th>Gender</th><th>Percentage</th></tr></thead><tbody><tr><td>Male</td><td>61.7%</td></tr><tr><td>Female</td><td>36.2%</td></tr><tr><td>Transgendered Male to Female</td><td>1%</td></tr><tr><td>Transgendered Female to Male</td><td>1%</td></tr><tr><td>Other</td><td>0%</td></tr><tr><td>Don't Know</td><td>0%</td></tr><tr><td>Refused</td><td>0%</td></tr></tbody></table>	Gender	Percentage	Male	61.7%	Female	36.2%	Transgendered Male to Female	1%	Transgendered Female to Male	1%	Other	0%	Don't Know	0%	Refused	0%
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<p>2.9% (25) are American Indian/Alaska Native; 46.5% (406) are Black/African American and 45.9% (401) are White. Note that the Black/African American population is disproportionately represented in the homeless community when compared to the overall Alachua County population where this group represents only 20.3% of the population.</p>	<p style="text-align: center;">Race</p>  <table border="1"><thead><tr><th>Race</th><th>Percentage</th></tr></thead><tbody><tr><td>American Indian/Alaska Native</td><td>2.9%</td></tr><tr><td>Asian</td><td>0%</td></tr><tr><td>Black/African American</td><td>46.5%</td></tr><tr><td>Native Hawaiian/Pacific Islander</td><td>0%</td></tr><tr><td>White</td><td>45.9%</td></tr><tr><td>Don't Know</td><td>0%</td></tr><tr><td>Refused</td><td>0%</td></tr></tbody></table>	Race	Percentage	American Indian/Alaska Native	2.9%	Asian	0%	Black/African American	46.5%	Native Hawaiian/Pacific Islander	0%	White	45.9%	Don't Know	0%	Refused	0%
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16.9% of our unsheltered homeless respondents said that they did serve in the U.S. Military. Due to the nature of the survey and how we are required to report, we did not ask for details of military service or discharge.

Note: when our sheltered homeless population is included, these percentages change dramatically so that Veterans represent 39.8% of our total homeless population including both unsheltered and sheltered persons.

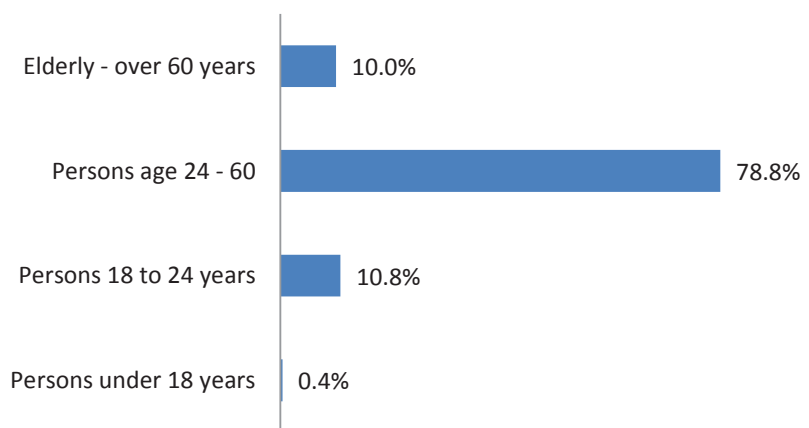
Have You Ever Served In The U.S Military?



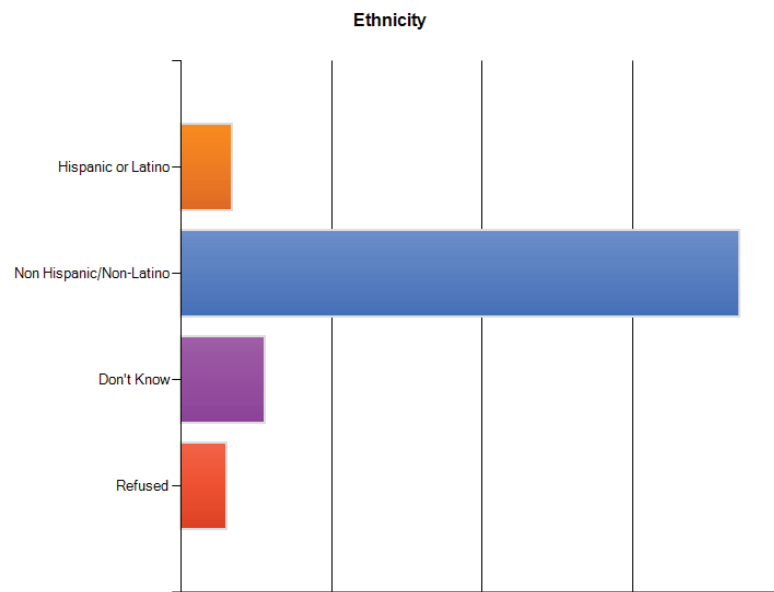
.4% (3) said that they are under 18 years old; 10.8% (94) are between 18-24; 78.8% (688) are ages 24 - 60; and 10% (87) are age 60 or older (12 were between 70-88.)

Definitions of aged status in the homeless vary from study to study. However, there is a growing consensus that persons aged 50 and over should be included in the "older homeless" category. Homeless persons aged 50-65 frequently fall between the cracks of governmental safety nets: while not technically old enough to qualify for Medicare, their physical health, assaulted by poor nutrition and severe living conditions, may resemble that of a 70-year-old. Within our count, 34.1% (171) of our respondents fall within this date range.

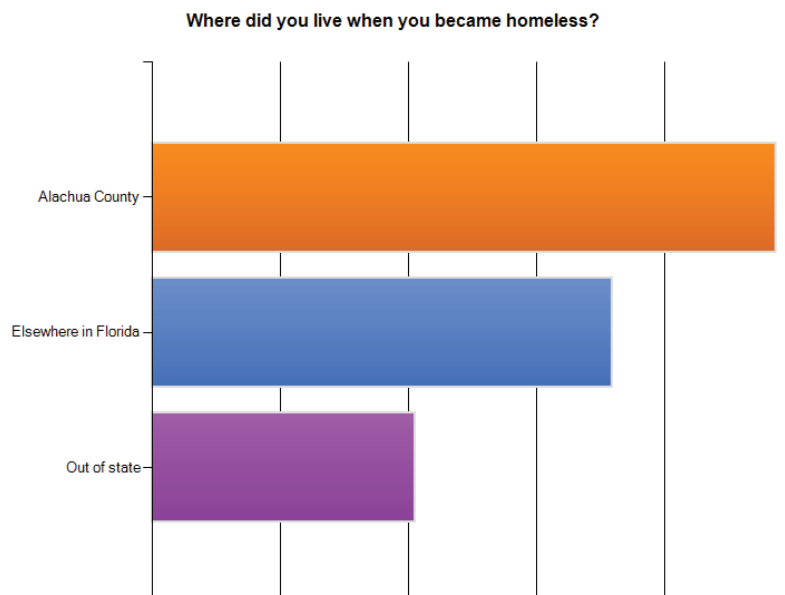
Age



6.7% of respondents are Hispanic/Latino;
75.9% are Non-Hispanic/Non-Latino

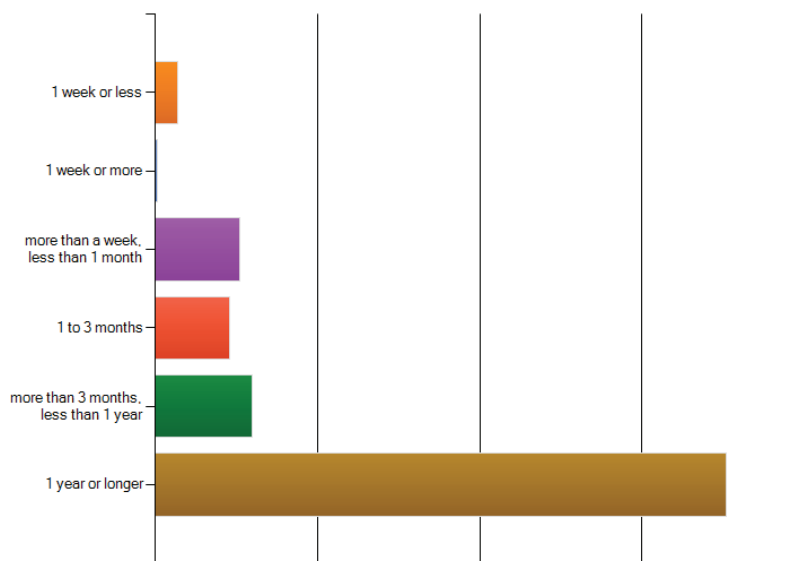


Prior to becoming homeless,
46.4% of our respondents lived in Alachua County;
34.2% lived elsewhere in Florida and
19.5% lived out of state.



67% of respondents lived in Alachua County for a year or longer.

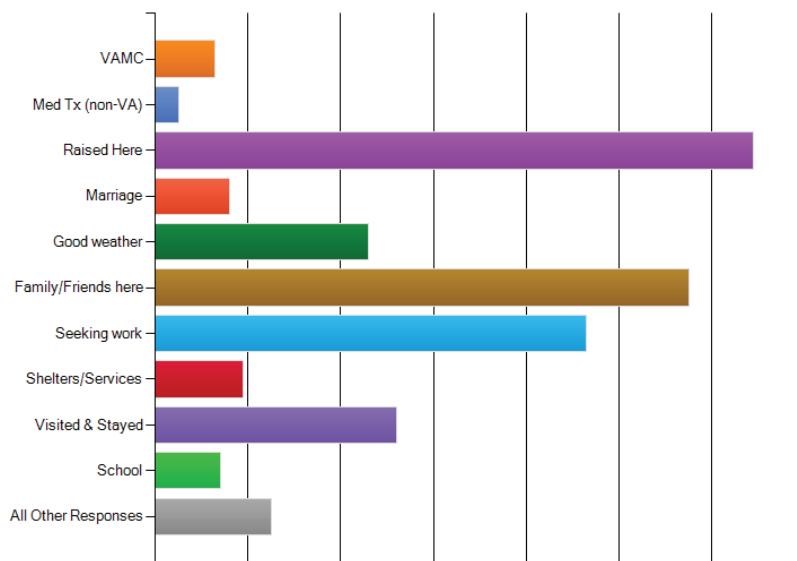
How long have you been staying in Alachua County?



Our respondents were brought to Alachua County by a wide variety of reasons:

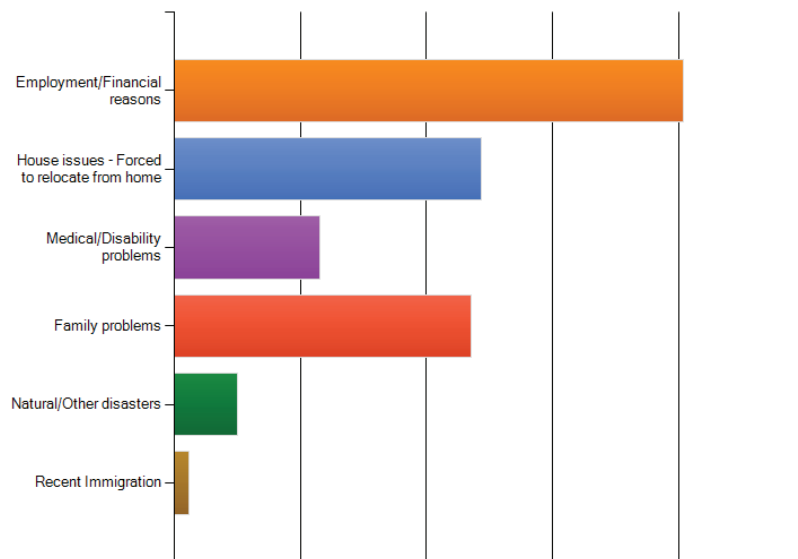
- VAMC – 2.5%
- Medical Tx (Non-VA) – 0.9%
- Raised here – 24.5%
- Marriage – 3%
- Good weather – 8.7%
- Family/Friends here – 21.8%
- Seeking work – 17.6%
- Shelters/Services – 3.6%
- Visited and stayed – 9.9%
- School – 2.7%
- Other – 4.7%

What brought you to Alachua County? Please pick the primary reason.



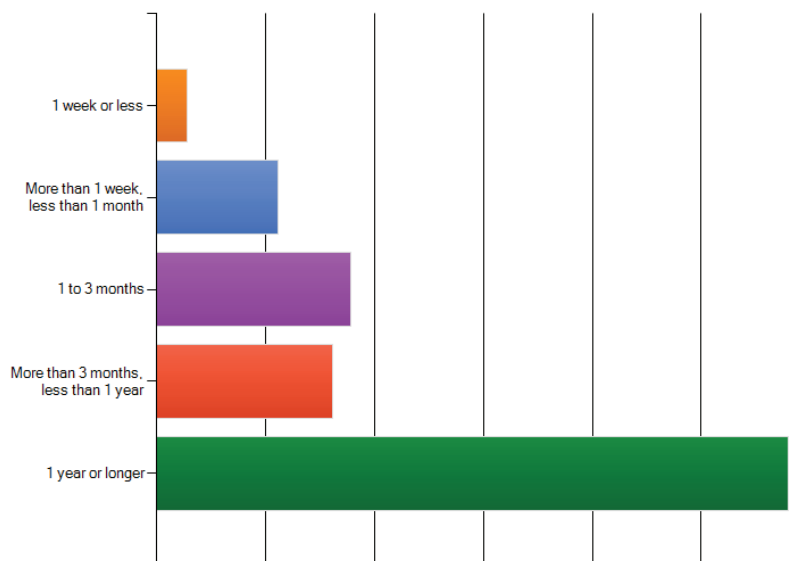
The primary reasons our respondents become homeless are employment/financial reasons – 38%; House issues/forced to relocate from home – 23%; medical/disability problems – 10.9%; family problems – 22.2%; natural/other disasters – 4.7% and recent immigration – 1.1%

What caused you to become homeless? Please pick the primary reason.



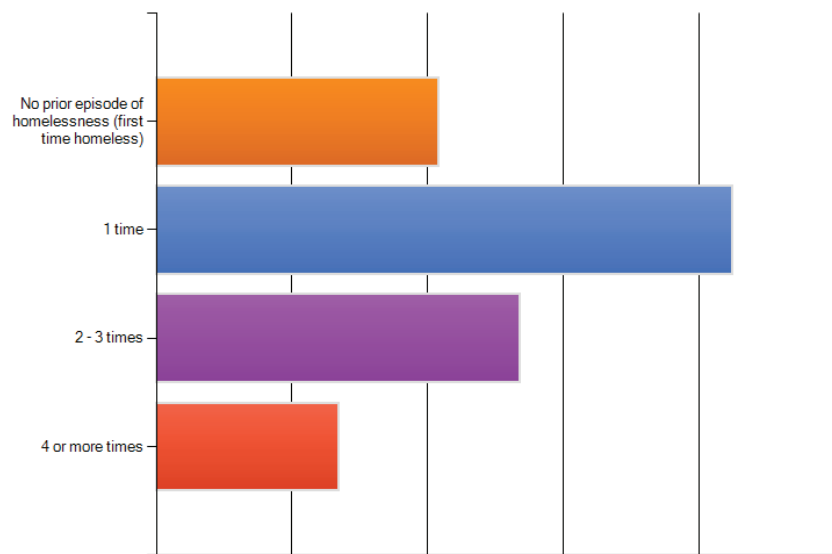
54.7% of our respondents have been homeless for one year or longer. 15.3% have been homeless more than three months but less than one year; 16.8% have been homeless between one and three months; 10.6% have been homeless for longer than one week but less than one month; and 2.6% have been homeless for one week or less.

Length of current homeless episode?



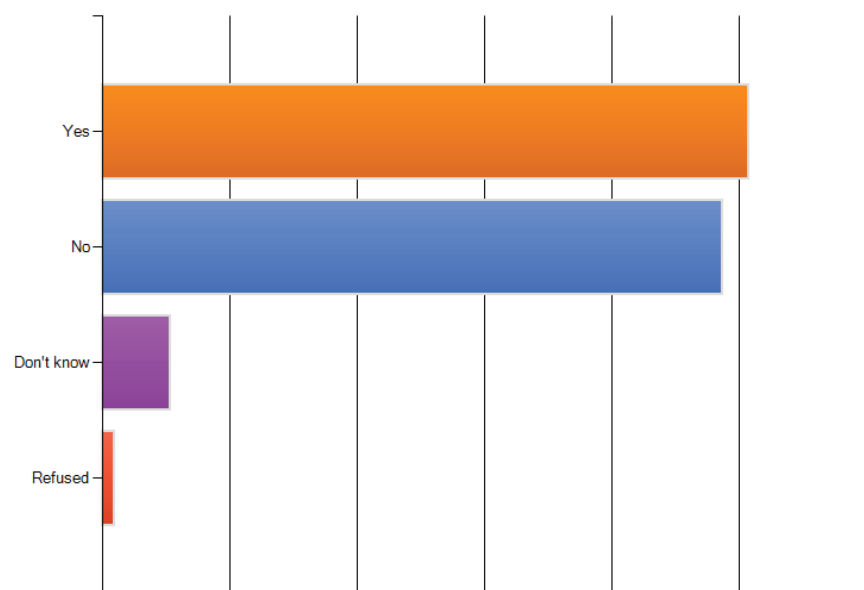
This is the first time that 20.1% of our respondents have been homeless. For 41%, we encountered them during their second bout of homelessness. 25.9% of our respondents have been homeless two to three times in the past and 13% have been homeless four or more times within the past three years.

Have you had prior episodes of homelessness in the last 3 years? Number of separate times homeless?

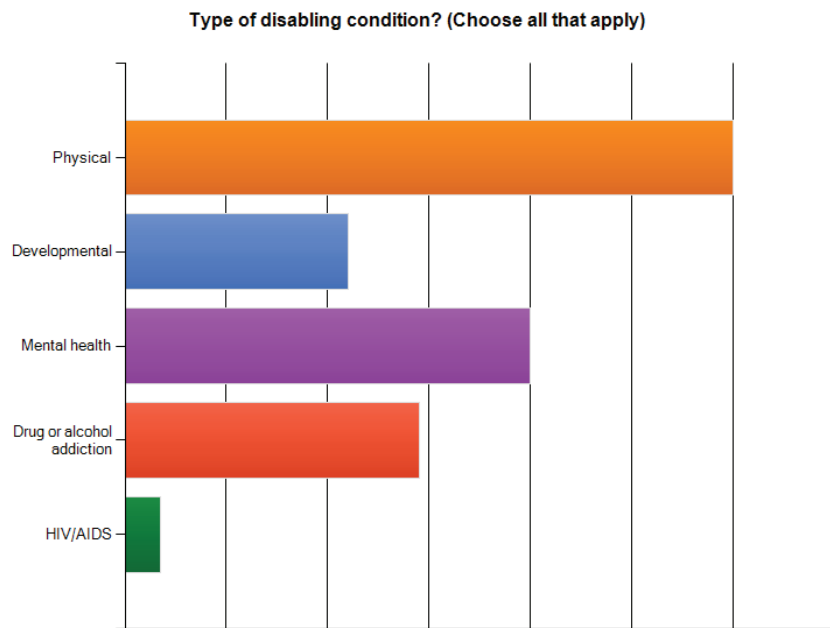


48.1% of our respondents reported that they have a disabling condition. We did not ask for specifics about a person's disability nor did we ask if they had received a determination of disability from Social Security or another agency. Many people reported multiple disabilities.

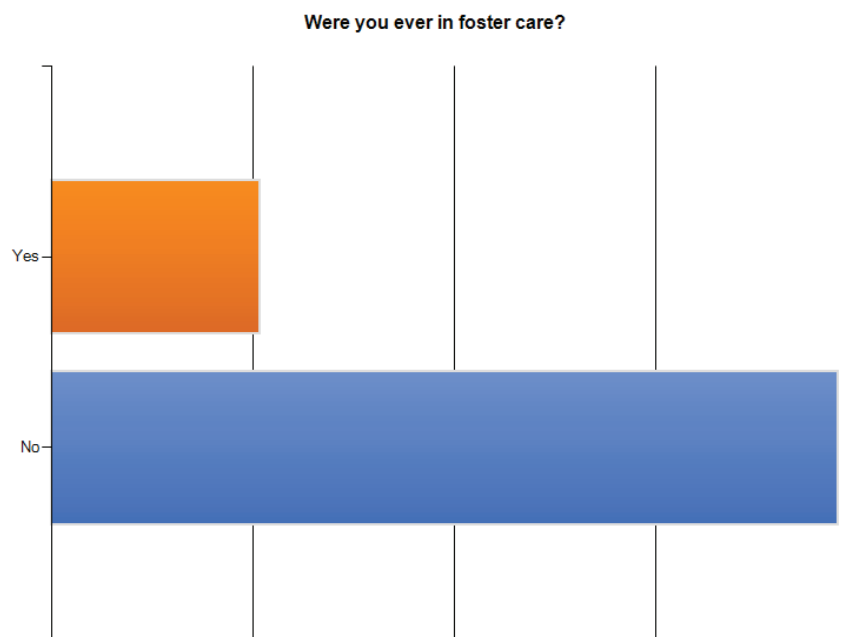
Do you have a disabling condition?



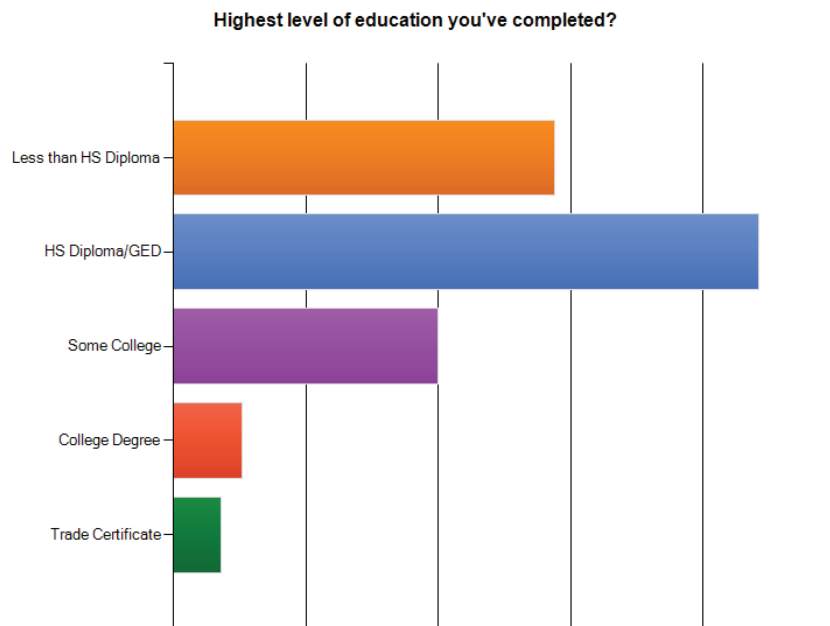
Of those who said they have a disabling condition, 48% reported a physical disability; 17.6% reported a developmental disability; 33.2% reported a mental health disability; 23.3% reported drug or alcohol addiction and 2.8% reported that they have HIV/AIDS.



20.9% of respondents said that they had been in foster care.

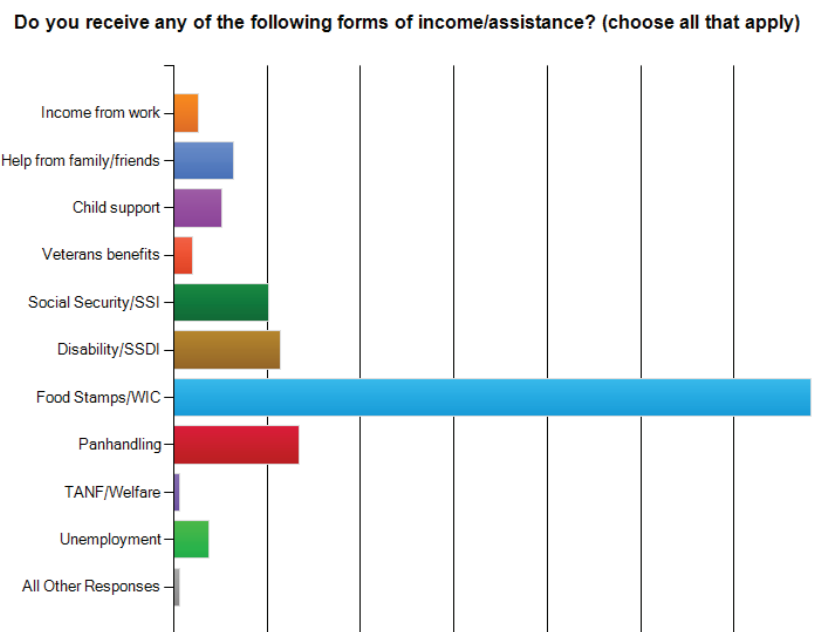


28.3% of our respondents have less than a high school diploma;
43.4% have a high school diploma/GED;
19.6% attended some college;
5.1% have college degree and
3.5% have a trade certificate.



Income/assistance comes from a variety of sources (many people had more than one response):

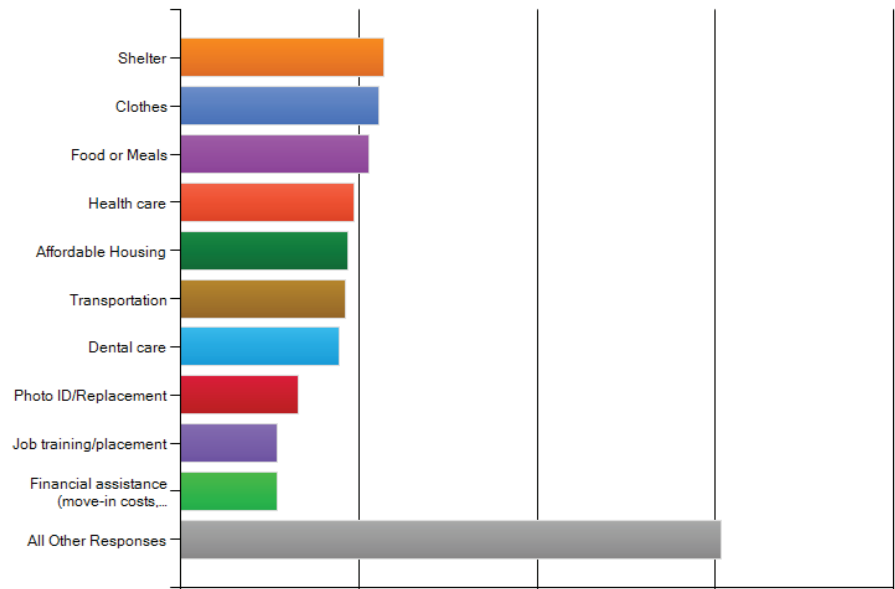
- Income from work – 2.8%
- Help from family/friends – 6.8%
- Child support – 5.6%
- Veterans benefits – 2.1%
- Social Security/SSI – 10.9%
- Disability/SSDI – 12.2%
- Food Stamps/WIC – 72.9%
- Panhandling – 14.3%
- TANF/Welfare – 0.6%
- Unemployment – 4.1%
- Workers Comp – 0.6%



We asked our respondents what services they need right now that they are unable to get. Multiple responses were permitted.

- No services needs – 3.5%
- Shelter – 46.4%
- Affordable housing – 38.3%
- Health care – 39.7%
- Dental care – 36.3%
- Mental health treatment – 12.6%
- Alcohol/Drug treatment – 12.6%
- Medications – 14.9%
- Food or meals – 43%
- Clothes – 45.2%
- Transportation – 37.7%
- Legal services – 12.6%
- Job training/placement – 22.2%
- Veteran services – 4.7%
- Childcare – 5.5%
- Food stamps/other public benefits – 12.6%
- Photo ID/Replacement – 26.9%
- Help applying for public benefits (EBT/SSI/SSDI) – 11.6%
- Counseling/other support – 14.3%
- Financial assistance (move-in costs, old bills/debts) – 22.2%
- Drop-in/Day Center (showers, phone, laundry, storage, etc.) = 16.1%
- Pet care services – 2.4%

**Of the following services, what do you need right now that you are unable to get?
(choose all that apply)**



Chronically Homeless persons:

HUD defines a person as chronically homeless if they have been homeless for one year or longer OR have had four or more episodes of homelessness within the past three years AND have a disabling condition. National studies have found that when all costs are factored in, chronically homeless persons account for approximately 50% of the total expenditures for homeless services. This percent of expenditure is based on a national average of just fewer than 16% of all homeless persons being considered as chronically homeless. Locally, our percent of chronically homeless persons is much higher. Of the unsheltered persons counted during the 2013 PIT, 29.7% of those surveyed or 259 people met the HUD definition of chronically homeless.

Within our unsheltered chronically homeless population:

- 44.1% are Black/African American and 48.4% are White.
- 81.3% are Non-Hispanic/Non-Latino and 4% are Hispanic/Latino.
- 66.7% are male; 32.7% are female and .6% identified as transgendered female to male. Of the females, 13 or 15.1% reported that they are pregnant.
- 20.6% served in the U.S. Military (compared to 16.9% of our overall total of unsheltered homeless persons.)
- 49.4% lived in Alachua County when they became homeless; 32.7% lived elsewhere in Florida and 17.9% were living out of state when they became homeless.
- 30.5% of our chronically homeless persons were raised in Alachua County and 20.7% came here because they had family/friends here.
- 96.3% of our chronically homeless persons have been homeless for one year or longer.
- 7.5% are homeless for the first time; 43.4% are in their second episode of homelessness; 23.3% have been homeless 2-3 times in the past and 25.8% have been homeless 4 or more times within the past three years.
- 100% reported at least one disability. 52.4% reported physical disabilities; 20.1% reported developmental disabilities; 29.3% reported mental health disabilities; 19.5% reported drug or alcohol addiction and 3% reported that they suffer from HIV/AIDS. Many people reported multiple disabilities. We did not ask for specifics about a person's disability nor did we ask if they had received a determination of disability from Social Security or another agency.
- 28.5% of the chronically homeless reported that they had spent some time in foster care compared to 20.9% of the overall respondents.

Veterans:

We asked our respondents "Have You Ever Served in the U.S Military?" The following numbers are based on that question. Due to the nature of the survey and how we are required to report, we did not ask for details of military service or discharge.

From all of our respondents, 16.9% or 148 said that they had served in the US Military. Of those who responded "Yes", 14 were female; 3 of whom reported that they are pregnant. Within our chronically homeless population, the percentage of Veterans is 20.6% or 53 Veterans.

Of those who responded "Yes" to our question:

- 76.8% are Non-Hispanic/Non-Latino and 11% are Hispanic/Latino.

- 29.9% are Black/African American and 59.8% are White
- 13.3% of respondents said that they came to Alachua County for VAMC services (all of our respondents who said they came for VAMC services also responded “Yes” that they had served in the military.) The balance stated that they came for other reasons.
- 37.9% were living in Alachua County when became homeless; 37.9% were living elsewhere in Florida and 24.1% were living out of state.
- 52.2% reported that they have been homeless for 1 year or longer
- 19.1% reported that this is their first episode of homelessness; 42.7% were in their second episode; 21.3% had been homeless 2 or 3 times in the past and 16.9% had been homeless four or more times within the past three years.
- 36.4% of the “Yes” respondents, or 54 persons, meet the HUD definition of chronically homeless.
- 62.2% said that they are disabled. Of those, 66% reported a physical disability; 5.7% reported a developmental disability; 24.5% reported a mental health disability and 26.4% reported a drug or alcohol addiction. Many people reported multiple disabilities. We did not ask for specifics about a person’s disability nor did we ask if they had received a determination of disability from Social Security or another agency.

Sheltered count:

In Alachua County, during our PIT we had a sheltered homeless person count of 755.

Of these, 588 persons, or 77.9%, were Veterans or members of Veteran families and staying in Veteran-specific housing. The majority of our shelter beds are part of the HUD-VASH program (housing 434 persons on the night of the PIT.)

With the exception of St. Francis House, with 35 shelter beds, and a few limited beds within the Meridian realm of programs, the balance of our shelter beds are specifically targeted toward children, families with children, or victims of domestic violence. Based on the large number of single, unsheltered individuals who are not Veterans, the need for shelter beds for single individuals and families without children becomes evident.

Summary Chart:

The chart below summarizes our counts for the past eight years.

<i>SUMMARY OF COUNT</i>	<i>2013</i>	<i>2012</i>	<i>2011</i>	<i>2010</i>	<i>2009</i>	<i>2008</i>	<i>2007</i>	<i>2006</i>
SHELTER COUNT	755	543	571	365	336	352	278	330
UNSHeltered COUNT	995	1235	816	672	740	616	395	540
Street Count	(987)	(1107)	(658)	(575)	(626)	(465)	(325)	(446)
Hospital Count	(8)	(11)	(29)	(25)	(34)	(36)	(19)	(44)
SCHOOL SYSTEM COUNT	477	316	394	234	518	397	279	321
<i>TOTAL</i>	<i>2,227</i>	<i>2094</i>	<i>1781</i>	<i>1271</i>	<i>1594</i>	<i>1365</i>	<i>952</i>	<i>1191</i>

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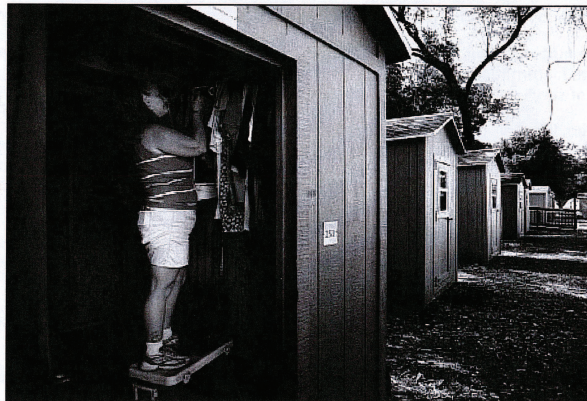
With GOP convention coming, a look at Tampa Bay's other slices of fame through the years

Dunedin restaurants, bars welcome dogs

Homeless find hope in Pinellas charity-run complex

By David DeCamp and Stephen Nohlgren, Times Staff Writers
In Print: Sunday, July 25, 2010

Though most Pinellas Hope residents live in 10- by 10-foot Coleman tents, some live in wooden sheds called casitas. Evelyn Morgan, 47, arranges clothing in the casita she shares with her partner, Dan Quaid, 41. They became homeless last year after Quaid lost his carpet-laying job.



[CHERIE DIEZ | Times]

After dropping out of Northeast High School in the ninth grade, Dan Quaid floated between low-wage jobs, trailers and friends' couches. Drinking and partying always trumped stability. When he lost a carpet-laying job last year, he camped in the woods for several weeks, ate out of trash bins and became a statistic — one of the Tampa Bay area's 20,000 or so homeless people. ¶ But hitting bottom at age 40 may prove Quaid's salvation. He's working again, cooking and cleaning floors at a Burger King long into the night. He bikes for hours in the morning through industrial mid Pinellas County, combing Dumpsters for scrap metal to sell. ¶ In the past, he says, "I would have hung out and drank." ¶ Now he is saving money, feels good about himself and hopes to rent a house soon. ¶ It took a woman named Evelyn and a 13-acre haven in the middle of nowhere to change his course.

Way station

Homelessness is one of the most intractable problems in America. Cities from Key West to Seattle struggle to cope with ragged people who inspire both empathy and revulsion — a dollar handed out a car window, an ordinance passed to keep them out of sight.

How much help to extend, or how little, becomes a civic balancing act. Cities don't want to become magnets.

Miami-Dade County taxes restaurant food and beverage to finance shelter and assistance. San Francisco once offered cash — as much as \$420 a month, but now the mayor is pushing for one of the nation's strictest bans on sidewalk sleeping.

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The Tampa Bay area is an epicenter. Its warm climate and urban setting draw people by the thousands, camping in woods and under bridges. In St. Petersburg, particularly, relations with the citizenry are complex and uneasy.

The downtown offers inviting parks, a soup kitchen and free clinic all within a few blocks. But million-dollar condos and sidewalk cafes mesh poorly with grocery carts and thrift store clothing. Laws limit panhandling, public sleeping, even how many belongings people can carry.

Tensions erupted in January 2007.

Squatters had formed makeshift tent communities along Fourth Avenue N. The city cited them for code violations and ordered them to leave. When they refused, police moved in, ripping up some tents and slashing others.

Nationwide scorn branded St. Petersburg as a city without a heart.

As the next winter approached, Catholic Charities offered a stopgap alternative they called Pinellas Hope: 13 acres near Ulmerton Road and 49th Street that the diocese was holding for a future cemetery.

The diocese would set up tents, feed people and provide services. In return, they just wanted financial help for six months.

But "Tent City" — as the homeless call it — never shut down. It mushroomed into the county's primary way station for the downtrodden, the first option for getting people off the streets.

The idea is to nurture a limited number of sober people until they can branch out on their own. It has attracted international attention for its unusual combination of so many tents with a high degree of services.

Tent City offers laundry, computers, telephones, GED classes, medical checkups and caseworkers who pass out goodies like bus passes, clothes and bikes.

While most other shelters restrict stays to 30 days, Tent City shoots for six months, but there's no real deadline. Couples can stay together, sharing 10-by-10 Coleman tents or tiny wooden sheds called *casitas*, whereas most shelters separate men and women.

Catholic Charities tried to replicate Pinellas Hope in Hillsborough County, but residents worried about the homeless wandering through their neighborhoods shot it down.

Pinellas politicians sometimes hold up Pinellas Hope to show they're reducing homelessness, but it's no panacea — not by a long shot.

For starters, there's no escaping the rigors of outdoor living. Summertime heat can melt stick deodorant. Even a moderate rainfall turns pathways into muck.

Between 200 and 300 people live there at a time, large by shelter standards, but they are just a slice of Pinellas County's overall homeless population, estimated at nearly 7,000.

Thousands of potential candidates are disqualified by a no-booze, no-drugs policy. Families with children aren't allowed. Background checks seek to weed out sex offenders and those with violent pasts.

Even among those who do get in, dysfunction can run high.

Before background and sobriety checks improved, Tent City managers twice asked sheriff's deputies to pose as residents to investigate drug dealing. Dozens were arrested.

Through April, deputies have been called to Tent City 102 times, though serious crimes like assault, drug dealing and grand theft have diminished noticeably over the past year.

Four out of 10 residents get kicked out, land in jail, or simply leave.

But for motivated residents like Dan Quaid, Tent City and its services offer a springboard for getting off the street.

"I couldn't get much accomplished if I had to worry about where I was showering or eating," says Quaid.

Tough love

Dan Quaid, now 41, and Evelyn Morgan, 47, started living together in a Pinellas Park trailer park about a year ago, after her husband was jailed on domestic violence charges.

Morgan is an antsy bipolar neatnik with a history of drinking and fighting. "I can be nasty," she says.

She left three young children in Pennsylvania when she moved to Florida, figuring their father could better care for them. Now adults, those children reject her telephone calls, she says, but "I know they still love me." Christmas cards come back opened, "so I know they read them."

Quaid always tended toward aimlessness. On-again, off-again jobs were interspersed by drug and alcohol arrests.

But as a couple, they seem to mesh.

Morgan says Quaid won't argue or fight, even when she gets on a tear. Quaid says Morgan gets him to talk about his feelings and makes him feel important. "When I talk, she seems to listen," he says.

They became homeless last year when the recession killed Quaid's carpet-laying job. Morgan was out of work, too, in between sporadic stints at fast-food restaurants.

They pitched a tent in a bushy vacant lot on 66th Street and supplemented their food stamps by scouring Winn-Dixie trash bins for sandwiches and chicken nuggets that hadn't sold.

He started hunting for scrap metal, desperate for any penny he could scrounge. She hated to see him leave before daybreak. She is afraid of being alone in the dark, she says, because she was raped as a younger woman.

"I would sit up in the tent and listen for every little noise," she says. "I was freaking out."

After three weeks, a Pinellas Park police officer offered to take them to Pinellas Hope. Quaid landed his Burger King job a few months later, adding to the \$100 a week or so he made from scrapping.

His sister, St. Petersburg X-ray technician Kathy Cook, was impressed by his new-found determination.

"Before, he always drifted through life. Now he is focused and that is Evelyn," Cook said. "I don't think he's ever been in love before."

At first, Quaid blew through his earnings sprucing up the *casita* to make Morgan comfortable: A portable DVD player and dozens of movies. Two coolers for food and drink. About \$60 a month for ice. And \$80 for a fan and flashlight batteries. Cigarettes at \$4 a pack.

These splurges didn't sit well with Pinellas Hope case manager Teresa Webb.

She decides when residents are ready to leave. If they can scrape up enough income to support themselves on the outside, Catholic Charities will provide first month's rent, security and utility deposits, furniture, linens, dishes and some groceries.

By March, Quaid was raring to go. The couple had saved \$300. Morgan had a tax refund coming, and was also awaiting an insurance settlement from a car-bike accident that hurt her back.

No way, Webb said. Quaid had earned \$1,200 since he started at Burger King. Where was it?

He got huffy. Webb stood her ground.

No one was going anywhere without a bigger nest egg.

Flexibility

Patched together on the fly, Tent City enjoys flexibility that most government programs do not.

Rules are rules, until they're bent to give someone a break.

Most often, the person making or bending those rules is Sheila Lopez, Tent City's white-haired enforcer, chief fixer and mother hen.

Lopez, 69, is chief operating officer of Catholic Charities and the driving force behind Pinellas Hope. She hugs and finger wags. She decides who gets second or third chances.

When a drunken resident said he couldn't stop drinking, she ordered him to leave. But, she offered to get him help elsewhere, and take him back if he could stay sober.

When a schizophrenic woman, eight months pregnant, had no place to stay this winter, Lopez stashed her in a *casita* while searching for a more appropriate program. A walkie-talkie connected the woman to the office in case she went into labor.

When a church group forgot to bring its promised dinner last year, Lopez went to McDonald's and ordered 600 burgers.

"We don't say this is the script you've got to follow, and we don't say, you've got to do this, this and that," Lopez said. "The people that want to make use of everything that's here will succeed."

Tent City leans heavily on in-kind and monetary donations that account for nearly half its \$2.5 million budget. Churches and other groups supply all the dinners. Volunteers staff the front desk.

That holds down the cost for taxpayers — Pinellas cities and the county contribute more than \$1 million a year — to about \$12 per program resident per day. By comparison, it costs \$126 a day to jail someone for public urination or trespass.

But the ultimate goal, of finding permanent housing, is harder to measure. The majority of residents move into some form of housing, but for how long is anyone's guess.

One couple got engaged this year, found work and cheerfully left Tent City for a trailer. That qualified them as a success on Catholic Charities' ledger. But after four months, their case manager couldn't find them.

Are they back on the street? Did they move north with family? This is not a population that tends to leave forwarding addresses.

At its most basic level, Tent City keeps people safe, then hopes for the best.

Community

Tent City couldn't get by without top-down management, but it also requires residents to build a community by pitching in.

The 800 or so residents who pass through during the year clean dinner tables and bathrooms, remove trash and lay mulch along the paths.

A few residents repair bikes in a tucked away corner. Another resident helps the GED instructor run class. Others put together Alcoholics Anonymous and Narcotics Anonymous meetings.

Community television sets stay dark until chores are finished after dinner, sometimes leading to squabbles over who participates and who doesn't.

Little touches foster togetherness. Residents get stockings at Christmas. Mother's Day brings flowers for the women.

"People say it's terrible to be homeless, but right now this is my home," said Keith Curry, 49. "People here are my family."

Such sentiments, common among residents, represent one of Tent City's risks. The average stay is 87 days but some residents simply settle in.

Mark Rylander, 49, is a recovering alcoholic who is 22 months dry. He has been homeless for more than a decade. He has lived at Tent City more than a year. A case manager encouraged him to work toward a GED, but no one has set a deadline for him to leave.

He organizes the nightly Alcoholics Anonymous meetings, which help Tent City and give his life order.

In Tent 226, he uses a desk of crates and tends his aloe and philodendron plants in a pot outside.

"It's been nice. I love it here. I haven't had a bad meal in the year that I've lived here," Rylander said. "I don't feel homeless in this place."

Moving on

Since leaving his parents' home as a teenager, Dan Quaid had never lived in a house — only in trailers or on friends' couches.

But last month, Pinellas Hope helped move him and Morgan into a two-bedroom rental house.

They won over case manager Teresa Webb by saving an additional \$900.

"I'm glad you gave him a swift kick in the butt to get us started," Morgan tells Webb as she inspects their new home.

"I'm very proud of you," Webb says. "It makes my hairs stand up on my arms."

Three weeks later, Quaid proved how independence from Tent City's structure carries risk.

He got mad at Morgan, spent a few hours at a bar, fell asleep drunk on a public bench, then took a swipe at a passing EMS worker who tried to rouse him. He pleaded no contest to a misdemeanor charge of simple assault and was assessed court costs.

A week later, an unannounced visitor checked in on him on a Monday morning. Both he and Morgan were sober, showered and relaxed, the house immaculately neat.

Quaid's job at Burger King, scrap collecting and their food stamps more than cover day-to-day expenses, he says. He is also repainting the house in exchange for rent.

While he works, Morgan fights boredom.

She vacuums with a passion, rearranges the living room furniture every week and has spray-painted an outside fence white. In a small plot, she has planted cucumber, squash, peas and watermelon — not realizing that such plants rarely survive July's heat.

But for now, seedlings have sprouted, green and tender.

David DeCamp can be reached at ddecamp@sptimes.com or (727) 893-8779. Stephen Nohlgren can be reached at nohlgren@sptimes.com or (727) 893-8442.

By the numbers Pinellas Hope Where the money

comes from

Pinellas County	\$500,000
In-kind services	\$945,216
Catholic Charities	\$300,401
Pinellas County Housing Authority	\$300,000
St. Petersburg	\$250,000
Contributions	\$190,235

and fundraising

State of Florida	\$50,000
Largo	\$25,000
Pinellas Park	\$10,000

Operating expenses

Salary/benefits	\$550,299
Operating expenses	\$774,936

In-kind expenses \$945,216

Administrative costs \$300,401

Source: Catholic Charities, 2010 budget.

Where Pinellas Hope residents came from

Total from December 2007-April 2010

St. Petersburg	1,042	62%
Pinellas Park	244	14%
Unincorporated areas	233	14%
Clearwater	155	9%
Emergency intakes	23	1%
Total	1,697	100%

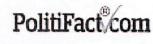
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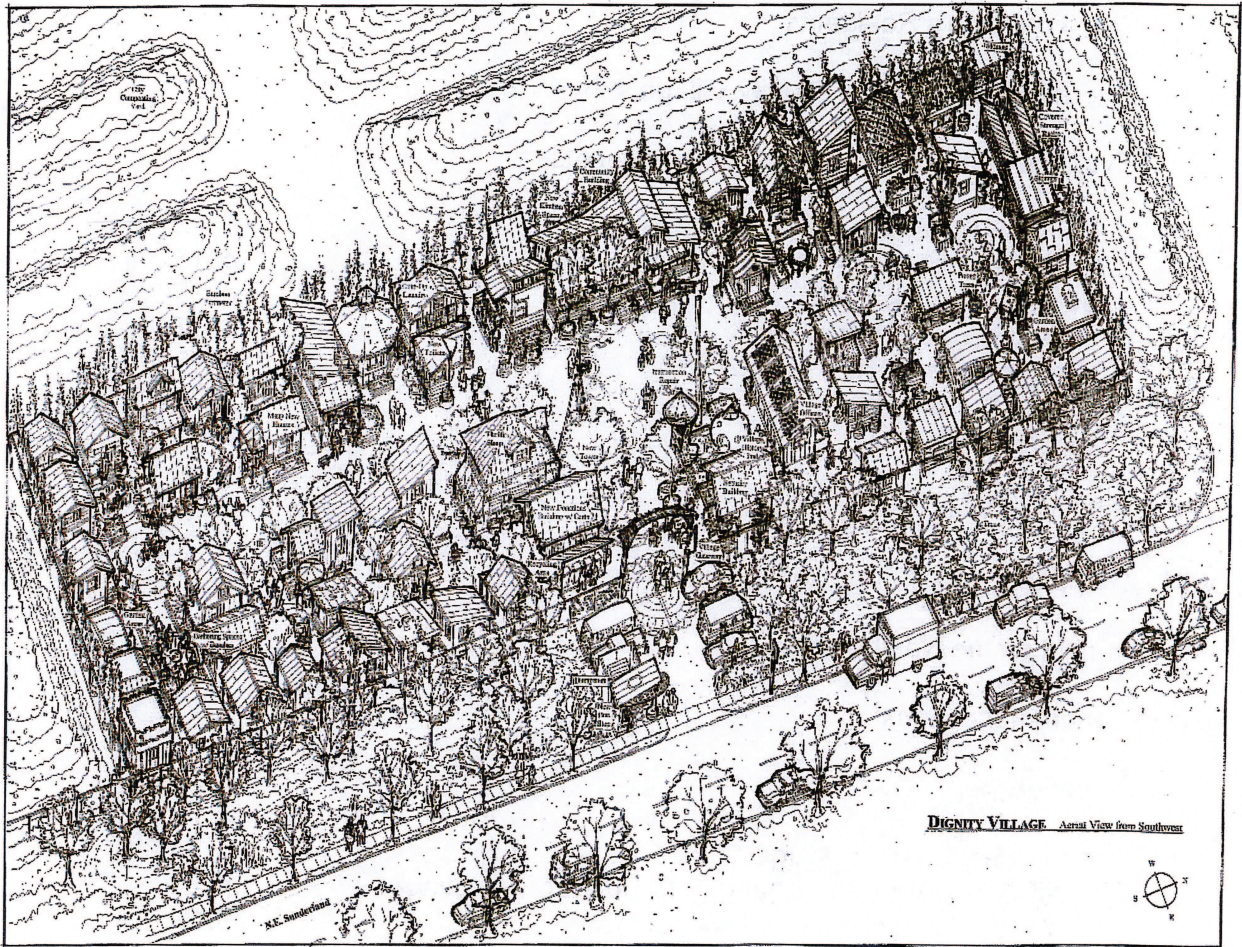
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AN EVALUATION OF DIGNITY VILLAGE



February 2010

Prepared by Kristina Smock Consulting
for the
Portland Housing Bureau

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This report was prepared by Kristina Smock Consulting on behalf of the Portland Housing Bureau. Kris Smock, Ph.D. is an independent consultant who works with non-profits and local governments in the areas of homelessness, affordable housing, community building, and public policy. Recent related consulting projects include coordination and analysis of the 2009 Portland/ Multnomah County Homeless Street Count for the Bureau of Housing and Community Development (2009), an evaluation of the Homeless Youth Continuum for Meyer Memorial Trust (2008), an analysis of what it will take to implement the Permanent Supportive Housing goals in the *10 Year Plan to End Homelessness* for the Community Development Network (2007), and a critical review of the available data on homelessness in Portland/ Multnomah County for the Citizen's Commission on Homelessness (2004). For more information, see www.kristinasmockconsulting.com.

The rendering of Dignity Village on the front cover of this report was provided by Mark Lakeman, Communitecture.

I. EXECUTIVE SUMMARY

Dignity Village's current contract with the City of Portland will expire in June 2010. The contract, which was signed in May 2007, designates Dignity Village as the manager of the transitional campground sited at Sunderland Yard.

In an effort to inform City Council's decision about whether to renew the contract, the Portland Housing Bureau commissioned an evaluation of Dignity Village's work. The evaluation included in-depth interviews with current and former residents of the Village, staff from key City bureaus, external stakeholders, and neighbors, as well as analysis of pertinent documents and data reports.

The evaluation provides strong support for renewing Dignity Village's contract for another three-year term, based on the following findings:

- Dignity Village has successfully sheltered 60 homeless people each night, year-round, at a cost per bed night that is one-third the cost of the cheapest shelter option within Portland's homeless services system.
- Stakeholders and neighbors affirm that Dignity Village has made substantial improvements in its safety and stability. From 2007-09, the annual rate of 911 calls resulting in the dispatch of Portland Police to Dignity Village was lower on a per capita basis than the citywide average.
- During the contract term, the Village replaced all of its tarp and tent structures with semi-permanent structures, significantly improving its livability, its visual impact on the neighborhood, and its code compliance.
- The Village has developed and enforced basic rules of conduct, including an improved screening and evictions process that has substantially reduced issues with problem residents.
- More than 90% of the stakeholders interviewed for the evaluation supported the City's renewal of Dignity Village's contract. A few of the stakeholders specified conditions under which they would support renewal. These conditions are incorporated into the report's recommended contract modifications.

In order to strengthen the Village's success and address the concerns identified by stakeholders, the renewed contract should include the following modifications:

- Incorporate an updated site development plan and site design guidelines as an addendum to the new contract.
- Work with the City Attorney's office to identify mechanisms for insuring accountability with code enforcement, and specify those mechanisms in the contract.
- Consider transferring the monthly costs for infrastructure such as water and sewer, and possibly insurance, to the City.
- Explore the feasibility of creating a small fund to be used at the discretion of City bureaus to cover the costs for development fees and materials to support code compliance.
- Explore the possibility of contracting with partner non-profits to provide enhanced on-site support to Villagers with housing placement and accessing benefits.

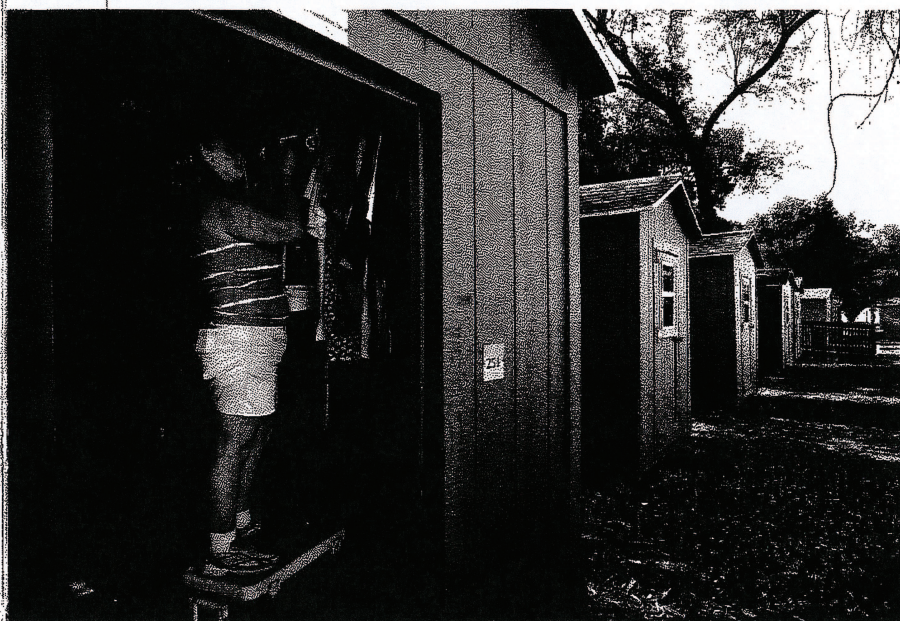
- Explore the possibility of contracting with a non-profit or consultant(s) to provide the Village with organizational development and strategic planning coaching and technical assistance.
- Provide bus tickets to enable villagers to more easily access mainstream social services.
- Modify the Village's data reporting requirements to insure timely and accurate completion of required reports.
- Use an alternative to the term "transitional housing" in the contract, to make it clear that the Village is a unique program that is distinct from typical Transitional Housing programs.
- Clarify the language in the contract to make it clear that the Village offers peer support, information and referral, and partners with appropriate agencies to make services available.

The City should take the following steps to support the successful development and implementation of the modified contract:

- Convene an ad hoc Site Plan Workgroup of the relevant City bureaus and Village leaders to develop formal agreements regarding site design guidelines and development plans.
- Create an ongoing Coordinating Committee that brings together relevant City bureaus and other stakeholders to work collaboratively with the Village to support its development plan.
- Assign a consultant or City bureau staff person with sufficient hours to be the primary point person to coordinate the City's work with the Village.
- Work collaboratively with the Village to develop a creative solution to cover the costs of required System Development Charges in order to enable the Village to complete its development plans, including semi-permanent bathrooms and showers.



By Art Levy
[alevy@floridatrend.com]



More than 4,200 homeless people have stayed at Pinellas Hope since it opened three years ago.

NON-PROFITS

Hope for the Homeless

On the afternoon of Jan. 19, 2007, St. Petersburg police swarmed a make-shift encampment for the homeless near downtown, rousting the residents and slashing their tents with box cutters and scissors. The effort to rid the city of its worsening homeless problem instead attracted embarrassing nationwide attention and spurred the creation of Pinellas Hope, a community-supported homeless shelter where up to 250 people live in tents and shed-sized wooden structures.

The complex, initially nicknamed Tent City, is located on 13 acres bordered by a highway, industrial land and a cemetery in northern Pinellas County. The parcel is owned by the Diocese of St. Petersburg, which also administers the project. An initial \$500,000 donation by Harry Stonecipher, a retired St. Petersburg businessman, helped get Pinellas Hope started. Now, the shelter operates on a \$2.5-million annual budget, funded in part by state and local governments. The rest of the money, accounting for nearly half of the budget, is raised through private donations.

Pinellas Hope took a significant step

this fall, opening a \$4.3-million, 80-unit "transitional housing" apartment complex for the homeless. Paid for with state and local funds, the addition includes a community center, dining facilities and bathrooms.

The residents won't necessarily live in the apartments for long — the average stay at Pinellas Hope is between 65 and 100 days. The idea is for residents to get jobs, save their money, begin to master their drug or alcohol dependency and move toward self-sufficiency, says Sheila Lopez, who, as Catholic Charities' director of shelter ministries, has helped coordinate Pinellas Hope since it opened in 2007.



Sheila Lopez

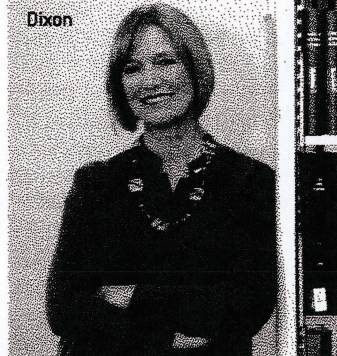
"All of the residents are responsible for doing something," Lopez says. "We don't have a maintenance staff. We don't have a kitchen staff. Our residents are our maintenance staff and our kitchen staff. We're looking for results. We're looking for them to be active. We're looking for them to become self-sufficient."

Players

» Sunovia Energy Technologies has hired **Art Buckland** as CEO, replacing Carl

Smith, who will remain chairman of the Sarasota company. » **Joe Lopano** is the new executive director of Tampa International Airport. Formerly executive vice president of marketing at Dallas-Fort Worth International Airport, Lopano replaces Louis Miller, who resigned in February and now runs Hartsfield-Jackson Atlanta International Airport. » **Jacqueline Eaby Dixon**, a University of Miami geochemist, has been named dean of the University of South Florida's College of Marine Science.

Dixon



BUSINESS BRIEFS

BRADENTON — The FDIC has taken over **Horizon Bank** — \$187.8 million in assets and \$164.6 million in deposits — costing the deposit insurance fund \$58.9 million. Arkansas-based Bank of the Ozarks will assume the bank's assets and deposits.

BROOKSVILLE — The **Small Business Development Center** at the University of South Florida has opened a satellite office in Hernando County.

FORT MYERS — Boston-based Houghton Mifflin Harcourt Publishing has acquired **Impact Education**, a Fort Myers

Healthcare Services at the Grace Marketplace

Short Term Vision:

The UF Health Mobile Unit will provide access to basic medical services as resources allow. The Unit presently locates at Grace twice per month. Medical staff are able to provide limited primary care services and can refer to other agencies for assistance. Specialty medical services are coordinated by the Florida Department of Health-Alachua (ACHD) through its We Care Physician Referral Network. The ACHD also supports the UF Mobile Health Unit with communicable disease testing supplies and associated public health lab analytical resources.

The (ACHD) is positioned to provide access to public health services, including primary care, as resources and funding allows. The ACHD is willing to locate a mobile health unit at Grace at a frequency commensurate with adequate funding. The ACHD mobile clinic may be deployed to Grace once its temporary commitment to the SW Health Clinic is satisfied; the anticipated completion of a permanent clinic opening in the southwest is January of 2015. Additionally, depending on flu vaccine availability, flu shots will be made available in late November, early December 2014.

Long Term Vision:

The Empowerment Health Center (EHC) will be designed and equipped to provide traditional medical, dental, and behavioral health services in a modern setting. The facility will incorporate current best practices for patient management, including electronic health records (EHR) and on-demand access. Professional staffing for medical, dental, and mental health services will be provided primarily by volunteer professionals in the community. Service availability will include evening and weekend clinics. Additionally, safety net providers may offer access to non-traditional and ancillary healthcare services such as acupuncture, therapeutic massage, specialty medical clinics, and physical therapy.

Alachua County has a long and successful history of healthcare volunteerism and an active and interested Safety Net Collaborative. When fully renovated, the EHC will be available for use by healthcare safety net providers in the community. The EHC supervisor will work closely with Safety Net Collaborative members to offer a meaningful scope of service to all eligible and underserved residents, thereby transforming the former GCI into a model Human Services Campus.

Item #3 – Alachua County, City of Gainesville and Alachua County Coalition for the Homeless and Hungry Joint Presentation

Item Description

Hear and receive presentation from representatives of the County, City of Gainesville, and Alachua County Coalition for the Homeless and Hungry.

Recommended Action:

Provide staff direction or make recommendations to the Board of County and/or City of Gainesville Commissions regarding:

- Desired model including type and number of beds/sheltering capacity
- Recommendations, if any, on additional resources and funding
- Recommendations, if any, on contractual changes

Back Up Documentation:

- Summary of the RFP, the Coalition's Response to the RFP and the Existing Agreement
- Alachua County Coalition for the Homeless and Hungry Proposed (RFP) Budget Detail
- City of Gainesville Service Agreement for Homeless Services
- First Amendment to City of Gainesville Service Agreement for Homeless Services
- Second Amendment to City of Gainesville Service Agreement for Homeless Services
- License Agreement (Labeled Attachment C)
- Alachua County Coalition for the Homeless and Hungry Materials (Index Provided)

Summary of the RFP, the Coalition's Response to the RFP and the Existing Agreement

Summary of Request for Proposal (RFP)

Issued: October 31, 2013

Non-mandatory onsite Pre-Proposal Conference: 8:00 a.m. on November 7, 2013

Due: November 19, 2013

To expedite the opening of the Center, the City issued the RFP while negotiating the purchase of the property. Recognizing that the Service and License Agreements would contain additional details about the buildings, services and budget, the RFP described the minimum standards and services that the City/County wished to provide, and the limited resources (both financial and physical) available from the City/County. The RFP anticipated that the appropriated City/County funds would not be sufficient to cover all expenses. For that reason, it stated that the Proposer must apply for grants, fundraise and/or secure volunteers to provide the balance of the financial and other support needed to operate and maintain the center adequately. Furthermore, the RFP asked Proposers to describe what services they could provide (including, and in addition to, the minimums described in the RFP), how those services would be provided, what was the cost of providing those services, and how would the Proposer obtain sufficient funds to pay those costs. The RFP also requested information about the Proposer's staffing, financial situation and experience.

Noting that most of the buildings needed repairs before they could be occupied, the RFP envisioned only limited services being provided during the first several months of the Agreement, with services increasing as buildings were repaired. Initially, only two buildings and a pavilion would be available for use. As such, only day services would be required at that time. The RFP noted that the City expected "that the selected Proposer would expand the services through collaboration with other Proposers and agencies, according to a timeline to be negotiated by the City and Proposer. The expanded services shall be designed for the benefit of persons experiencing homelessness, as well as those persons at risk of homelessness, including but not limited to: emergency shelter; transitional housing; job skills training; job search/placement assistance; education; behavioral health services; primary and dental healthcare; life skills training; childcare; and recreation."

Summary of the Coalition's Response to RFP

The Alachua County Coalition for the Homeless and Hungry (ACCHH) responded to the RFP. ACCHH's response indicated that it is a collaborative organization composed of over 50 members, most of which have relevant experience working with homeless people and have agreed to provide volunteer and in-kind assistance with operating the Center.

Regarding budget issues, ACCHH estimated that the total cost of providing the proposed services (including cash, volunteers and in-kind contributions) would be \$781,250 annually, with

an additional \$189,050 in startup costs, for a first year total of \$970,300 (See the attached budget). The Response notes that ACCHH membership and staff include experienced fundraisers and grant writers, as evidenced by the multiple grants awarded to the Coalition.

With respect to the provision of services, the response proposed providing day services within one month of executing an agreement; and emergency shelter services for 30 to 50 clients per night, within the first three months following the execution of an agreement.

Summary of Existing Agreement

A Service Agreement (Agreement) between the City and ACCHH was executed in February 2014 and has been amended two times. The Agreement and its amendments are attachments to this document. The Agreement was developed with input from both the City and ACCHH. That input included the RFP and the ACCHH's response. The Agreement says that the City will pay ACCHH \$308,000 per year for three fiscal years (FY14, FY15 and FY16), contingent upon specific annual appropriations by the City and County Commissions. The Agreement further states that the City and ACCHH understand and agree that the Agreement is not a commitment of future appropriations. Like the RFP and the Response to the RFP, the agreement acknowledges that City and County funding is insufficient to manage and operate the Center; and that both parties expect ACCHH to apply for grants, fundraise, and/or secure volunteers to provide the balance of the financial and other support needed to operate and maintain the center adequately.

Funding issues are particularly relevant at this time since monthly funding decreases at the beginning of Year 2 (FY15). That decrease is because Year 1 (FY14) included fewer payments, due to the fact that the Agreement was executed in February and therefore, did not include the entire year.

The Agreement includes Performance Specifications for Year 1 (FY14) and provisions for developing Performance Specifications for Year 2 (FY15) and Year 3 (FY16). The stated intent is to incorporate those Performance Specifications into the Agreement.

Currently, the Agreement states that ACCHH shall provide both shelter services and non-shelter services. The non-shelter services include, but are not limited to: two meals per day, restrooms, case management (including intake and referral), storage of personal belongings, showers, laundry, mail, local telephone, clothes closet, food pantry, transportation assistance, jobs skills training, job search and job placement assistance, education and life skills training, preventive health care and behavioral health services.

Concerning shelter services, the Agreement states that on or before October 1, 2014, indoor overnight shelter shall be provided each night (in *Bldg. #6* and/or other suitable dormitory building) up to the capacity limits of the particular building(s). Overflow shelter shall continue to be provided outdoors in the pavilion (*Bldg. #14*) or other suitable outdoor location.

No indoor overnight shelter had been provided at the Center prior to October 1, 2014. The use of the pavilion for outdoor overnight shelter, however, had been in place since early June 2014 when, in August 2014, both parties executed the Second Amendment to the Agreement. That amendment clarified the intent of the Agreement to require the provision of indoor OR outdoor overnight shelter, by July 1, 2014; and to require the provision of indoor AND outdoor overnight shelter, by October 1, 2014.

budget for personal services. Indicate the total number, qualifications, job descriptions, titles and salaries of all personnel.

c) Any cash, grants, in-kind contributions or other sources of funding.

GCI Budget Detail

Annual Costs	Cash	In-kind/match
<i>Operational costs</i>		
Utilities	\$ 25,000.00	
Food	\$ 40,000.00	\$ 100,000.00
Resident and Client Supplies	\$ 12,000.00	\$ 36,000.00
Maintenance	\$ 18,000.00	\$ 12,000.00
total	\$ 95,000.00	\$ 148,000.00
<i>Personnel Costs</i>		
ACCHH Executive Director		\$ 61,000.00
Director of Operations	\$ 55,000.00	
HMIS Manager		\$ 40,000.00
Office Manager	\$ 25,000.00	
Client Advocates		
4.725 FTE @ \$10/Hour	\$ 98,250.00	
4.725 FTE volunteer and in kind		\$ 98,250.00
Case Manager		
2 FTE		\$ 56,000.00
Security		
1.5 FTE		\$ 50,000.00
total salaries	\$ 178,250.00	
FICA/Worker's Comp/Ins @ 15%	\$ 26,737.50	
total personnel	\$ 204,987.50	\$ 305,250.00
<i>Administrative Costs</i>		
2.5% of total budget		
% of audit, insurance, office supplies	\$ 8,000.00	\$ 20,000.00
Total Annual Budget for Year 1	\$ 308,000.00	\$ 473,250.00
<u>Startup Costs</u>		
One time costs that will be built-in as replacement costs for consumables after Year 1		
<i>Laundry Equipment - 1 year contracts for maintenance and supplies</i>		
2 commercial sets (rental)	\$ 9,600.00	
8 heavy duty sets (rental)	\$ 4,800.00	
total	\$ 14,400.00	

Kitchen Equipment - based on Salvation Army commitment to move their commercial kitchen equipment to GCI

moving costs -Salvation Army	\$ 8,000.00	\$ 75,000.00
supplies	\$ 10,000.00	
folding dining tables (10 x\$65)	\$ 650.00	
Folding chairs (100 x \$25)	\$ 2,500.00	
total	\$ 21,150.00	

Dormitory and day areas supplies

bedding (\$100 x 70 beds)	\$ 7,000.00	\$ 3,500.00
towels (\$3 x 500)	\$ 1,500.00	
Installation of privacy curtains	\$ 1,000.00	
Slip mats (10 x \$50)	\$ 500.00	
storage lockers (80 x \$312)	\$ 24,960.00	
televisions and mounts (5 x \$1248)	\$ 6,240.00	
commercial tables (20 x \$360)	\$ 7,200.00	
folding lawn chairs (50 x \$10)	\$ 500.00	
total	\$ 48,900.00	

Staff Equipment

Computers (5 x \$1000)	\$ 5,000.00	
Wifi Equipment	\$ 500.00	
Technology setup	\$ 500.00	\$ 1,500.00
Printer and Network server	\$ 1,500.00	
Copy Machine	\$ 2,500.00	
office furniture (not donated)	\$ 2,500.00	\$ 10,000.00
Storage shelving (30 x \$70)	\$ 2,100.00	
total	\$ 14,600.00	

Total start up costs	\$ 99,050.00	\$ 90,000.00
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Total Project Costs	\$ 407,050.00	\$ 563,250.00
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Narrative:

The operational and startup costs outlined here are estimates based on a variety of sources. ACCHH Board members and community business partners assisted in developing the estimates, scope of supplies and budget line items. Again, because this is a startup program, we are working off estimations of people served at 75 per day on average in the first year. The total cost of services with cash and in-kind/match is estimated at \$781,250 annually, with an additional \$209,050 in startup costs, for a first year total of \$990,300.

Annual Budget

**CITY OF GAINESVILLE, FLORIDA
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."

W I T N E S S E T H:

WHEREAS, the issue of homelessness impacts all jurisdictions of Alachua County, and is a quality of life issue concerning Alachua County residents; and

WHEREAS, it is in the best interests of homeless persons and families, the general public, residents and the affected institutions of the City of Gainesville and Alachua County to address the issue of homelessness; and

WHEREAS, the complexity of chronic homelessness and the need for comprehensive support systems within the community for chronically homeless persons requires a collaborative effort; and

WHEREAS, the City desires to support homeless services to enhance the general health, safety and welfare of the citizens of the City of Gainesville; and

WHEREAS, the Parties 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, Legislative File No. 050747; 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 RFP HOUS-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 2845 Northeast 39th Avenue, which was formerly the Gainesville Correctional Institution (the "Facility") , and on December 19, 2013, the City Commission authorized City staff to negotiate a contract with the Provider; and

WHEREAS, the City and Alachua County, a charter county and a political subdivision of the State of Florida, hereinafter referred to as "County", have expressed their intent to budget \$308,000.00 annually in local government funding (\$154,000 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) to provide support for the provision of services for homeless persons at the Empowerment Center; and

WHEREAS, the Provider provides homeless services to citizens of Gainesville and Alachua County and is willing and capable of performing such services at the Empowerment Center; and

WHEREAS, it is the intent of the City that it will enter into a services agreement to grant funding for the provision of services by the Provider and a license agreement 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, it is the intent that the homeless programs and services provided will be open and accessible to all.

NOW, THEREFORE, City and Provider agree as follows:

1. 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. 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 accept and give first priority to all referrals for Services, particularly shelter, made by the City, subject to capacity limits of the portions of the Facility conveyed by license agreement to the Provider.

The City fully expects that after the commencement date for Interim Services (as described in Attachment A) the Provider, together with each of its member providers and subcontractors providing Services at the Facility, will cease the provision of 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 a City/County board that is envisioned to oversee the management of the Facility including making recommendations on all related homeless programs and services and other community services provided at the Facility.

Collectively, the obligations described in this Section 1 may be referred to as the "Project," the "Services" or the "Work."

2. TERM

This Agreement is made effective on the 11th day of February, 2014 (the "Effective Date") and shall continue to September 30, 2016, unless sooner terminated or unless extended by agreement of the Parties in accordance with Section 23, Amendments.

3. FUNDING/PAYMENT

- 3.1 Invoices:** The Provider shall request payment on a monthly basis through submission of an Invoice ("Invoice" is defined as a properly completed **ATTACHMENT C, consisting of an INVOICE, MATCH REPORT, NARRATIVE REPORT, FINANCIAL REPORT and ACTIVITY STATUS REPORT**). The Provider shall not submit more than one invoice per thirty (30) day period.

Each Invoice must be received by the City's Contract Manager (as identified in Section 16) within 20 days of the close of the month for which payment is requested. Each Invoice submitted will be reviewed by the City to confirm that Services have been rendered in conformity with the Agreement. The Provider shall provide such additional backup and documentation as reasonably requested by the City to verify the services rendered and any expenditures by the Provider. Upon approval by the City, the invoice will be processed for payment.

Submission of Provider's invoice for final payment shall further constitute Provider's representation to the City that, upon receipt by the Provider of the amount invoiced, all obligations of the Provider to others, including its members and subcontractors, incurred in connection with the Program, will be paid in full, that the Services or expenses have not been reimbursed by another entity, and that the Services provided serve a public purpose

- 3.2 **Payment:** The City shall pay the Provider for the Services performed pursuant to this Agreement. The maximum amount the City shall pay the Provider is Three Hundred Eight Thousand Dollars and 00/100 (\$308,000.00) each fiscal year (i.e., beginning October 1 and ending September 30) during the term of this Agreement. All costs must be incurred during the term of this Agreement in order to be eligible for payment. Provider shall be eligible for payment on a fixed sum basis as follows:

3.2.1 FY 2013-2014: Provider shall submit a written request describing the need for and uses of an advance payment in order to prepare to provide Services pursuant to this Agreement. Upon review and approval of the written request, the City agrees to pay the Provider an advance payment in the amount of Seventy-Seven Thousand Dollars and 00/100 (\$77,000.00). Provider may Invoice for eight (8) additional monthly payments of \$28,875.

3.2.2 FY 2014-2015: Provider may Invoice for twelve (12) monthly payments of \$25,666.67.

3.2.3 FY 2015-2016: Provider may Invoice for twelve (12) monthly payments of \$25,666.67.

The City will make payment to the Provider within thirty (30) days after approval of each Invoice by the City. Payment may be reduced or withheld by the City due to failure by the Provider to perform in accordance with the Agreement. The City shall remit payment to the Provider via electronic funds transfer.

Submission of Provider's Invoice for final payment shall constitute Provider's representation to the City that, upon receipt by the City of the amount invoiced, all obligations of the Provider to others, including its consultants, incurred in connection with the Program, will be paid in full, that the services or expenses have not been reimbursed by another entity, and that the services provided serve a public purpose.

In the event that the City becomes credibly informed that any representations of, or relating to, payment are wholly or partially inaccurate, the City may withhold payment of sums, then or in the future, otherwise due to the Provider until the inaccuracy, and the cause thereof, is corrected to the City's reasonable satisfaction.

- 3.3 **Funding:** It is acknowledged and understood that the City and County have each expressed their intent to provide one-half of the funding (\$154,000 each) to be paid to the Provider each fiscal year during the Term of this Agreement.

It is further acknowledged and 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 Alachua County Board of County Commissioners. The Parties understand and agree that this Agreement is not a commitment of future appropriations.

It is understood by the Parties, that the City and County funding is insufficient to manage and operate a robust one-stop homeless services center. Therefore, it is expected that the Provider will apply for grants, fundraise and/or secure volunteers and in-kind services to provide the balance of the financial and other support needed to adequately operate and maintain the one-stop homeless services center at the Facility.

4. REPORTING

In addition to the monthly Invoices, the Provider agrees to make such other reports and presentations concerning the Services provided to the City Commission, the County Commission and any advisory board or committee, as reasonably requested by the City.

Upon request of the City, 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, for use and inclusion in the City's Consolidated Annual Performance and Evaluation Report.

The City reserves the right to revise the forms or formats of the Invoices or any other requested reports, upon which Provider will use such new forms or formats as are provided by the City.

5. DEFAULT AND TERMINATION

- 5.1 The City will monitor the performance of the Provider under this Agreement. Substandard performance as determined by the City or 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.
- 5.2 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.
- 5.3 If the City or County funds to finance this agreement 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.

6. OWNERSHIP AND PUBLICATIONS OF MATERIALS

All reports, information, data, and other materials prepared by the Provider pursuant to or in connection with this Agreement or the provision of Services, except those separately identified in the Scope of Services or in other written agreements between the parties, are jointly owned by the Provider and the City.

The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information prepared by the Provider. Any re-use without written verification or adaptation by the Provider for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Provider. No material produced in whole or in part under this Agreement be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

7. 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.

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 may be utilized in its performance of this Agreement, shall not be construed to be the policies or decision of the City.

8. 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.

9. 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.

10. TIMELINESS

The City and Provider agree time is of the essence in performance of the Work and that the Work under this Agreement is required to be performed with care reasonably expected of a Provider of such Work.

11. 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 inapplicable 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.

12. 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.

13. 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.

14. INSURANCE

The Provider shall maintain insurance in the amounts as noted below:

- 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
 - Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

- The Provider shall furnish the City current certificates of insurance in a form acceptable to the 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.

15. 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.

16. 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

Fred Murry, 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

Theresa Lowe
Executive Director
ACCHH
703 NE 1st Street
Gainesville, Florida 32601
Phone: (352) 372-2549

For any notice(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
Phone: (352) 393-5010

PROVIDER

Theresa Lowe, Executive Director
ACCHH
703 NE 1st Street
Gainesville, Florida 32601
Phone: (352) 372-2549

17. PERMITS

The Provider shall obtain and pay for all necessary permits, licenses or fees required for the performance of Services under this Agreement.

18. 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 time 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.

19. 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). 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.

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.

20. 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.

21. 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.

22. CAPTIONS AND SECTION HEADINGS

Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

23. AMENDMENTS

This Agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon a written amendment to this Agreement, duly executed by the duly authorized representative of each Party.

24. THIRD PARTY BENEFICIARIES

This Agreement does not create any relationship with, or any rights in favor of, any third party.

25. 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.

26. 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.

27. ATTACHMENTS

All attachments to this Agreement are incorporated into and made part of this Agreement by reference.

28. 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.

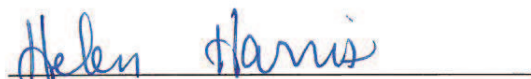
CITY:
City of Gainesville, Florida



Russ Blackburn, City Manager


PROVIDER:
Alachua County Coalition for the Homeless
and Hungry, Inc.


Brendan Shortley, Board Chair


WITNESS:


Signature


Printed Name


Title

WITNESS:


Signature


Printed name


Title

Approved as to Form and Legality

By: 

Nicolle M. Shalley
City Attorney

ATTACHMENT A

SCOPE AND SCHEDULE OF SERVICES

The following describes the minimum level of services that shall be provided by the Provider. 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 accept and give first priority to all referrals for Services, particularly shelter, made by the City, subject to capacity limits of the portions of the Facility conveyed by license agreement to the Provider.

The City fully expects that after the commencement date for Interim Services (as described in Attachment A) the Provider, together with each of its member providers and subcontractors providing Services at the Facility, will cease the provision of any homeless services (including without limitation, distribution of food, clothing and supplies) on any other City property or public right-of-way.

The following are projected timelines of planned services and activities. The Provider is encouraged to, and will not be penalized in any way for, providing services earlier than projected in this timeline. It is expected that throughout the term of this Agreement, the level and capacity of Services will grow and be expanded by the Provider.

Year 1 Services (FY 2013-2014)
(February 10, 2014 through September 30, 2014)

February 10, 2014 – April 30, 2014: Prepare for provision of Interim Services, including but not limited to the following activities:

- Arrange for utilities to be turned on/transferred to ACCHH, including: electric; water; telephones; Internet to be turned on *Pavilion (Bldg #14); Visitors Center/ Multipurpose (Bldg #13); Chapel (Bldg #12); Portion of Food Service (Bldg #11), and Dormitory (Bldg #6)*
- Relocate ACCHH offices *Chapel (Bldg #12) - offices*
- Hire Operations Director, Office Manager
- Begin entering into Memoranda of Understanding with community service providers who will relocate staff to GCI *Chapel (Bldg #12) – offices; Visitors Center/Multipurpose (Bldg #13)*
- Begin recruiting meal providers from those already providing meals on the Plaza as well as others. Seek volunteers for other tasks. *Chapel (Bldg #12) – offices; Visitors Center/Multipurpose (Bldg #13)*
- Purchase and/or receive donations of and set up equipment for initial service provision (lockers, towels, tables and chairs, dining utensils, plates, etc.) *Portion of Food Service (Bldg #11) - dining and service area; Visitors Center/Multipurpose (Bldg #13)*

- Receive donations of and/or purchase as necessary office equipment, furniture, beds, bedding, etc. *Pavilion (Bldg #14); Visitors Center/Multipurpose (Bldg #13) ; Chapel (Bldg #12) ; Portion of Food Service (Bldg #11) , and Dormitory (Bldg #6)*
- Make space available for use for small meetings *Chapel (Bldg #12) – meeting room and kitchen area*. Times to be arranged with ACCHH for opening and closing of space.
- Hire and train Client Advocates; recruit volunteers. Client Advocates, along with volunteers, will man the day services and emergency shelter.
- Set up space in advance of beginning direct client services including bringing in community service providers so that they can also begin setting up their work areas. *Pavilion (Bldg #14); Visitors Center/Multipurpose (Bldg #13)*
- Hold official ribbon cutting

May 1, 2014– June 30, 2014: Begin provision of Interim Services, including but not limited to the following:

- a) Management of Facility;
 - b) Coordination of Services & Activities
 - c) Meals (at least 2 ready-to-eat meals per day); and
 - d) Restroom Facilities
- restrooms (toilets and sinks only) *Visitors Center/Multipurpose (Bldg #13)*; service of pre-prepared meals and/or cold meals *Portion of Food Service (Bldg #11)*; intake/assessment/case management *Visitors Center/Multipurpose (Bldg #13)*; To operate 7:00 a.m. until 7:00 p.m., 7 days per week.
 - Make space available for larger gatherings *Chapel (Bldg #12) - sanctuary and kitchen*. Times to be arranged with ACCHH for opening and closing of space.

July 1, 2014 – September 30, 2014: Begin provision of Phase I services including, but not limited to, and based on building availability per the License Agreement:

- a) Supportive Services of Information, Referral, Intake and Case Management;
 - b) Emergency Shelter (indoor/outdoor shelter services)
 - c) Meals;
 - d) Storage of Personal Belongings;
 - e) Mail service; and
 - f) Day services
- mail *Visitors Center/Multipurpose (Bldg #13)*; local telephone service *Visitors Center/Multipurpose (Bldg #13)*; food pantry *Visitors Center/Multipurpose (Bldg #13)*; daytime recreation (board games, cards, place to just relax) *Pavilion (Bldg #14)*; clothes closet *Visitors Center/Multipurpose (Bldg #13)*; and storage of personal belongings *Visitors Center/Multipurpose (Bldg #13)*;

- As soon as hot water becomes available add: showers *Dormitory (Bldg #6)*. To operate 7:00 a.m. to 7:00 p.m. 7 days per week; emergency shelter for individuals (male on one side and female on the other side) *Dormitory (Bldg #6)* Shelter to operate 24/7/365; laundry service for bedding and shower linens *Offsite until laundry room comes online*
- laundry service for client's and resident clothes; dormitory bedding and shower linens. *Laundry Bldg. 9*. To operate 7:00 a.m. to 7:00 p.m. 7 days per week.
- Continue working with community service providers to bring in additional services as space allows.

Performance Specifications: The Provider shall implement homeless programs and services in such a manner as to accomplish the following performance measure and outcome targets for Year 1. The actual outcomes for Year 1 will help provide targets for Year 2 and Year 3 performance measures.

Activities	Outputs	Outcomes	Indicator	Service provided by:
Increased access to services by at-risk and vulnerable populations	100 unduplicated clients will be served	TBD	Number of unduplicated clients (all services)	ACCHH and various partner agencies
Reduce hunger	An average of 75 meals per day or 27,375 per year will be served. 100 unduplicated clients will be served	TBD	Number of Meals Served Number of unduplicated clients provided meals	ACCHH and various partner agencies
Reduce homelessness	100 unduplicated clients will be provided with emergency shelter. (18,250 nights of emergency shelter)	TBD	Number of unduplicated clients provided emergency shelter Number of emergency shelter nights provided	ACCHH
Increase self sufficiency	75 unduplicated clients will be provided with case management	TBD	Number of clients provided with case management	ACCHH and various partner agencies

Year 2 Services (FY 2014-2015)
(October 1, 2014 through September 30, 2015)

No later than September 30, 2014, the Provider shall prepare a more detailed timeline of Services for Year 2 and shall submit same to the City for review and upon approval shall be incorporated into this Agreement.

October 1, 2014 through December 31, 2014: Begin provision of Expanded Services, including but not limited to, and based on building availability per the License Agreement:

- a) Emergency Shelter;
 - b) Transportation;
 - c) Job skills training, job search and job placement assistance;
 - d) Education and life skills training;
 - e) Preventive Health Care and Behavioral Health Services;
 - f) Drop-in Childcare;
 - g) Recreation; and
 - h) Food service.
- On or before October 1, 2014, the Provider shall submit a Security Plan to the City and shall provide some form of overnight shelter (whether in an open air pavilion, outdoor camping or within a dormitory) operating nightly.

January 1, 2015 through September 2015: As buildings, grounds and funding for expansion of services and renovation of buildings becomes available, begin provision of Additional Services to include:

- a) Medical Services;
- b) Gardening;
- c) Other services and functions as may be appropriate and desired by the Community.

Year 3 Services (FY 2015-2016)
(October 1, 2015 through September 30, 2016)

No later than July 31, 2015, the Provider shall prepare a more detailed timeline of Services for Year 3 and shall submit same to the City for review and upon approval shall be incorporated into this Agreement.

- Continue provision of Interim Services, Phase I Services, Expanded and Additional Services. Continue adding and refining services to best meet the needs of the Community.

ATTACHMENT B

PROJECTED AGREEMENT BUDGET

Year 1 Services (FY 2013-2014)
(February 10, 2014 through September 30, 2014)

Revenues**Budget****City of Gainesville – General Revenue****\$154,000.00****Alachua County- General Revenue****\$154,000.00****ACCHH:****Cash:**

DCF Grant	\$ 58,673.00
HUD HMIS Grant	\$ 51,989.00
CAPP Grant	\$ 6,674.00
CAPP Awards	\$ 6,279.00
EFSP	\$ 1,250.00
City Community Grant Program	\$ 2,458.00
Membership Dues	\$ 6,000.00
Fundraising	\$ 2,000.00
Donations	\$ 130.00
In-Kind Contributions:	<u>\$272,797.00</u>
Subtotal:	\$408,250.00

Total Revenue:**\$716,250.00****Expenditures**

	<u>Cash</u>	<u>In-Kind/Match</u>
Operational Costs	\$ 95,000.00	\$ 148,000.00
Start Up Costs	\$ 99,000.00	\$ 90,000.00
Personnel Costs	\$ 106,000.00	\$ 150,250.00
Administrative Costs	<u>\$ 8,000.00</u>	<u>\$ 20,000.00</u>
Subtotal Expenditures	\$ 308,000.00	\$408,250.00

Total Expenditures:**\$716,250.00**

Budget subject to change based on funding availability

<p align="center">Year 2 Services (FY 2014-2015) (October 1, 2014 through September 30, 2015)</p>
--

Revenues**Budget****City of Gainesville – General Revenue****\$154,000.00****Alachua County- General Revenue****\$154,000.00****ACCHH:**

Cash:

DCF Grant \$ 71,428.00

HUD HMIS Grant \$ 89,124.00

City Community Grant Program \$ 2,458.00

Membership Dues \$ 6,000.00

Fundraising \$ 2,000.00

Donations \$ 130.00

In-Kind Contributions: \$147,110.00Subtotal: **\$318,250.00****Total Revenue:****\$626,250.00****Expenditures**

	<u>Cash</u>	<u>In-Kind/Match</u>
Operational Costs	\$ 95,000.00	\$ 148,000.00
Personnel Costs	\$ 205,000.00	\$ 150,250.00
Administrative Costs	<u>\$ 8,000.00</u>	<u>\$ 20,000.00</u>
Subtotal Expenditures	\$ 308,000.00	\$318,250.00

Total Expenditures:**\$626,250.00****Budget subject to change based on funding availability**

Year 3 Services (FY 2015-2016)
(October 1, 2015 through September 30, 2016)
Revenues**Budget****City of Gainesville – General Revenue****\$154,000.00****Alachua County- General Revenue****\$154,000.00****ACCHH:**

Cash:

DCF Grant \$ 71,428.00

HUD HMIS Grant \$ 89,124.00

City Community Grant Program \$ 2,458.00

Membership Dues \$ 6,000.00

Fundraising \$ 2,000.00

Donations \$ 130.00

In-Kind Contributions: \$147,110.00Subtotal: **\$318,250.00****Total Revenue:****\$626,250.00****Expenditures**

	<u>Cash</u>	<u>In-Kind/Match</u>
Operational Costs	\$ 95,000.00	\$ 148,000.00
Personnel Costs	\$ 205,000.00	\$ 150,250.00
Administrative Costs	<u>\$ 8,000.00</u>	<u>\$ 20,000.00</u>
Subtotal Expenditures	\$ 308,000.00	\$318,250.00

Total Expenditures:**\$626,250.00**
Budget subject to change based on funding availability

ATTACHMENT C

INVOICE

(Print Invoice on Agency Letterhead)

Reporting Period: _____

Invoice No.: _____

Program Revenues:

Category	Approved Budget	Current Period	Cumulative To-Date	Available Balance
1. City of Gainesville/ Alachua County Funds				
2. ACCHH Funds (attach Match Report)				
3. Other Funds (attach Match Report)				
Total Revenues:				

Program Expenditures:

Category	Approved Budget	Current Period	Cumulative To-Date	Available Balance
1. Administrative Costs				
2. Facility Operations				
3. Services & Activities				
4. Other (specify):				
5. Other (specify):				
Total Expenditures:				

Funds Requested : \$ _____

I certify the above to be accurate and in agreement with the books and records of the Alachua County Coalition for the Homeless and Hungry, Inc. I further certify that , to the best of my knowledge, the data reported herein is correct.

Authorized Signature: _____

Date: _____

Title: _____

MATCH REPORT

Indicate the Specific Sources, Funded Project Activity, and Amounts of Matching Funds for the Project during this Reporting Period:

Federal Funds (HUD, etc.)	Amount
_____	_____
_____	_____
_____	_____
_____	_____
Subtotal	_____
 State Funds (State Trust Funds, etc.)	 Amount
_____	_____
_____	_____
_____	_____
_____	_____
Subtotal	_____
 Other Funds (Local Government, etc.)	 Amount
_____	_____
_____	_____
_____	_____
_____	_____
Subtotal	_____
 Private (Cash, Donations, In-Kind, etc.)	 Amount
_____	_____
_____	_____
_____	_____
_____	_____
Subtotal	_____
Total	_____

NARRATIVE REPORT

Activity Status/Accomplishments:

(include brief narrative summary of Scope and Schedule of Services)

**ACTIVITY STATUS REPORT
PERSONS SERVED**

Total Persons Served	
Adults	
Children	
Gender	
Male	
Female	
Other	
Refused	
Total	
Age	
Under 18	
18-25	
26-40	
41-61	
62+	
Don't Know	
Missing Info	
Total	
Special Populations	
Chronically Homeless	
Veterans	
Other:	
Other:	
Other:	
Total	
Race	
White	
African American	
Native American	
Asian	
Multi-Racial	
Other:	
Total	
Ethnicity	
Hispanic	
Non-Hispanic	
Total	

The Provider shall enter data on all clients served and all services provided at GCI into the local Continuum of Care Homeless Information Management System (HMIS) and/or other comparable databases. This requirement shall be passed down to all collaborative organizations providing services at GCI.

ATTACHMENT C

ACTIVITY STATUS REPORT SERVICES & ACTIVITIES

Intake & Case Management	
Intake /Assessment	
Referrals	
Case Management	
Total	
Day Services	
Showers	
Storage & Lockers	
Mail/Telephone/Computer	
Laundry	
Clothing Closet	
Daytime Recreation	
Other:	
Other:	
Total	
Meals	
Breakfast	
Lunch	
Dinner	
Food Pantry	
Other:	
Other:	
Total	
Shelter	
Emergency Shelter	
Other:	
Other:	
Other:	
Total	
Total Service Activities	

**FIRST AMENDMENT TO
CITY OF GAINESVILLE, FLORIDA
SERVICE AGREEMENT
FOR THE
PROVISION OF HOMELESS SERVICES**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT is made and entered into this 4th day of August, 2014, by and between the City of Gainesville, a municipal corporation of the State of Florida (the "City"), and the Alachua County Coalition for the Homeless and Hungry, Inc. a Florida not-for-profit corporation (the "Provider").

WITNESSETH:

WHEREAS, the parties hereto previously entered into a Service Agreement dated February 11, 2014 (the "Agreement") to implement, administer and provide services for homeless persons at the City's One Stop Homeless Center located at the former site of the Gainesville Correctional Institution at 2845 NE 39th Avenue, Gainesville, Florida (the "Facility"); and

WHEREAS, the Provider has requested to amend the Service Agreement to revise the payment schedule for FY 2013-2014 for the Services performed pursuant to this Agreement; and

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

Section 3.2.1, FY 2013-2014 of the Agreement is amended as follows, with deletions shown in ~~strike-through~~ and additions shown in underline:

3.2.1 FY 2013-2014: Provider shall submit a written request describing the need for and uses of an advance payment in order to prepare to provide Services pursuant to this Agreement. Upon review and approval of the written request, the City agrees to pay the Provider an advance payment in the amount of Seventy-Seven Thousand Dollars and 00/100 (\$77,000.00). Provider may Invoice for ~~eight (8)~~ two (2) additional monthly payments of \$28,875 and four (4) additional monthly payments of \$43,312.50.

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

IN WITNESS WHEREOF, the parties have executed this Amendment.

Signed, sealed and delivered
In the presence of the following witnesses:

Karen E. Pruss
Print Name: KAREN E. PRUSS

Kimberly Sweigard
Print Name: Kimberly Sweigard

STATE OF FLORIDA
COUNTY OF ALACHUA

CITY:
CITY OF GAINESVILLE

Russ Blackburn
Russ Blackburn, Manager

Approved as to Form and Legality

By: Niccole M. Shalley
Nicolle M. Shalley
City Attorney

The foregoing instrument was acknowledged before me this 4th day of August, 2014, by Russ Blackburn, as the Manager of the City of Gainesville, a municipal corporation, and who has acknowledged that he/she has executed the same on behalf of the City, and that he was authorized to do so. He is personally known to me or has produced _____ as identification.

Helen J. Harris
Notary Public, State of Florida



Signed, sealed and delivered
In the presence of the following witnesses:

Cynthia Chapman
Print Name: Cynth. A. Chapman

Mary Charlene Boice
Print Name: Mary Charlene Boice

STATE OF FLORIDA
COUNTY OF ALACHUA

PROVIDER:
ALACHUA COUNTY COALITION
FOR THE HOMELESS AND
HUNGRY, INC.

Donna Fagan
Donna Fagan, Board Chair

The foregoing instrument was acknowledged before me this 24th day of July, 2014, by Donna Fagan, Board Chair of the Alachua County Coalition for the Homeless and Hungry, Inc., a Florida not-for-profit corporation, and who has acknowledged that she has executed the same on behalf of the corporation, and that she was authorized to do so. She is personally known to me or has produced _____ as identification.

Andrea M. Gottry
Notary Public, State of Florida



**SECOND AMENDMENT TO
CITY OF GAINESVILLE, FLORIDA
SERVICE AGREEMENT
FOR THE
PROVISION OF HOMELESS SERVICES**

THIS SECOND AMENDMENT TO SERVICE AGREEMENT is made and entered into this 29th day of August, 2014, by and between the **City of Gainesville**, a municipal corporation of the State of Florida (the "City"), and the **Alachua County Coalition for the Homeless and Hungry, Inc. a Florida not-for-profit corporation** (the "Provider").

WITNESSETH:

WHEREAS, the parties hereto previously entered into a Service Agreement dated February 11, 2014 (the "Agreement") to implement, administer and provide services for homeless persons at the City's One Stop Homeless Center located at the former site of the Gainesville Correctional Institution at 2845 NE 39th Avenue, Gainesville, Florida (the "Facility"); and

WHEREAS, the parties entered into a First Amendment to the Service Agreement dated August 4, 2014 (the "First Amendment") to amend the payment schedule in Section 3.2.1 of the Agreement; and

WHEREAS, the parties desire to amend Attachment A. Scope of Services to the Agreement to clarify the timeline and requirements for the provision of shelter services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties further amend the Agreement as follows:

ATTACHMENT A, SCOPE AND SCHEDULE OF SERVICES is amended and restated in its entirety. The amended and restated ATTACHMENT A is attached to and made a part of this Second Amendment. For ease of reference, words deleted are shown in ~~striketrough~~ and words added are shown in underline.

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

IN WITNESS WHEREOF, the parties have executed this Amendment effective on the day and year first above written.

Signed, sealed and delivered
In the presence of the following witnesses:

Karen E. Pruss
Print Name: KAREN E. PRUSS

Kimberly Sweigard
Print Name: Kimberly Sweigard

CITY:
CITY OF GAINESVILLE

Russ Blackburn
Russ Blackburn, Manager

Approved as to Form and Legality

By: Nicolle M. Shalley
Nicolle M. Shalley
City Attorney

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 8th day of September, 2014, by Russ Blackburn, as the Manager of the City of Gainesville, a municipal corporation, and who has acknowledged that he/she has executed the same on behalf of the City, and that he was authorized to do so. He is personally known to me or has produced _____ as identification.

Helen J. Harris
Notary Public, State of Florida



Signed, sealed and delivered
In the presence of the following witnesses:

Charlene Boice
Print Name: Charlene Boice

Lauw Liang
Print Name: Lauw Liang

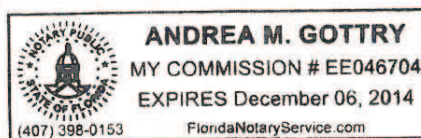
PROVIDER:
ALACHUA COUNTY COALITION
FOR THE HOMELESS AND
HUNGRY, INC.

Donna Fagan
Donna Fagan, Board Chair

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 29th day of August, 2014, by Donna Fagan, Board Chair of the Alachua County Coalition for the Homeless and Hungry, Inc., a Florida not-for-profit corporation, and who has acknowledged that he has executed the same on behalf of the corporation, and that he was authorized to do so. He is personally known to me or has produced Personally Known as identification.

Andrea M. Gottry
Notary Public, State of Florida



ATTACHMENT A

SCOPE AND SCHEDULE OF SERVICES

The following describes the minimum level of services that shall be provided by the Provider. 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 accept and give first priority to all referrals for Services, particularly shelter, made by the City, subject to capacity limits of the portions of the Facility conveyed by license agreement to the Provider.

The City fully expects that after the commencement date for Interim Services (as described in Attachment A) the Provider, together with each of its member providers and subcontractors providing Services at the Facility, will cease the provision of any homeless services (including without limitation, distribution of food, clothing and supplies) on any other City property or public right-of-way.

The following are projected timelines of planned services and activities. The Provider is encouraged to, and will not be penalized in any way for, providing services earlier than projected in this timeline. It is expected that throughout the term of this Agreement, the level and capacity of Services will grow and be expanded by the Provider.

<p>Year 1 Services (FY 2013-2014) (February 10, 2014 through September 30, 2014)</p>
--

February 10, 2014 – April 30, 2014: Prepare for provision of Interim Services, including but not limited to the following activities:

- Arrange for utilities to be turned on/transferred to ACCHH, including: electric; water; telephones; Internet to be turned on *Pavilion (Bldg #14); Visitors Center/ Multipurpose (Bldg #13); Chapel (Bldg #12); Portion of Food Service (Bldg #11), and Dormitory (Bldg #6)*
- Relocate ACCHH offices *Chapel (Bldg #12) - offices*
- Hire Operations Director, Office Manager
- Begin entering into Memoranda of Understanding with community service providers who will relocate staff to GCI *Chapel (Bldg #12) – offices; Visitors Center/Multipurpose (Bldg #13)*
- Begin recruiting meal providers from those already providing meals on the Plaza as well as others. Seek volunteers for other tasks. *Chapel (Bldg #12) – offices; Visitors Center/Multipurpose (Bldg #13)*
- Purchase and/or receive donations of and set up equipment for initial service provision (lockers, towels, tables and chairs, dining utensils, plates, etc.) *Portion of Food Service (Bldg #11) - dining and service area; Visitors Center/Multipurpose (Bldg #13)*

- Receive donations of and/or purchase as necessary office equipment, furniture, beds, bedding, etc. *Pavilion (Bldg #14); Visitors Center/Multipurpose (Bldg #13) ; Chapel (Bldg #12) ; Portion of Food Service (Bldg #11) , and Dormitory (Bldg #6)*
- Make space available for use for small meetings *Chapel (Bldg #12) – meeting room and kitchen area*. Times to be arranged with ACCHH for opening and closing of space.
- Hire and train Client Advocates; recruit volunteers. Client Advocates, along with volunteers, will man the day services and emergency shelter.
- Set up space in advance of beginning direct client services including bringing in community service providers so that they can also begin setting up their work areas. *Pavilion (Bldg #14); Visitors Center/Multipurpose (Bldg #13)*
- Hold official ribbon cutting

May 1, 2014– June 30, 2014: Begin provision of Interim Services, including but not limited to the following:

- a) Management of Facility;
- b) Coordination of Services & Activities
- c) Meals (at least 2 ready-to-eat meals per day); and
- d) Restroom Facilities
- restrooms (toilets and sinks only) *Visitors Center/Multipurpose (Bldg #13)*; service of pre-prepared meals and/or cold meals *Portion of Food Service (Bldg #11)*; intake/assessment/case management *Visitors Center/Multipurpose (Bldg #13)*; To operate 7:00 a.m. until 7:00 p.m., 7 days per week.
- Make space available for larger gatherings *Chapel (Bldg #12) - sanctuary and kitchen*. Times to be arranged with ACCHH for opening and closing of space.

July 1, 2014 – September 30, 2014: Begin provision of Phase I services including, but not limited to, and based on building availability per the License Agreement:

- a) Supportive Services of Information, Referral, Intake and Case Management;
- b) Emergency Overnight Shelter (indoor/outdoor shelter services may be provided indoors or outdoors)
- c) Meals;
- d) Storage of Personal Belongings;
- e) Mail service; and
- f) Day services
- mail *Visitors Center/Multipurpose (Bldg #13)*; local telephone service *Visitors Center/Multipurpose (Bldg #13)*; food pantry *Visitors Center/Multipurpose (Bldg #13)*; daytime recreation (board games, cards, place to just relax) *Pavilion (Bldg #14)*; clothes

closet *Visitors Center/Multipurpose (Bldg #13)*; and storage of personal belongings *Visitors Center/Multipurpose (Bldg #13)*;

- Overnight shelter shall be provided each night (outdoors in the Pavilion (Bldg #14) or other suitable outdoor location or indoors in a suitable building) up to the capacity limits of the particular location(s) or building(s).
- As soon as hot water becomes available add: showers *Dormitory (Bldg #6)*. To operate 7:00 a.m. to 7:00 p.m. 7 days per week; emergency shelter for individuals (male on one side and female on the other side) *Dormitory (Bldg #6)* Shelter to operate 24/7/365; laundry service for bedding and shower linens *Offsite until laundry room comes online*
- laundry service for client's and resident clothes; dormitory bedding and shower linens. *Laundry Bldg. 9*. To operate 7:00 a.m. to 7:00 p.m. 7 days per week.
- Continue working with community service providers to bring in additional services as space allows.

Performance Specifications: The Provider shall implement homeless programs and services in such a manner as to accomplish the following performance measure and outcome targets for Year 1. The actual outcomes for Year 1 will help provide targets for Year 2 and Year 3 performance measures.

Activities	Outputs	Outcomes	Indicator	Service provided by:
Increased access to services by at-risk and vulnerable populations	100 unduplicated clients will be served	TBD	Number of unduplicated clients (all services)	ACCHH and various partner agencies
Reduce hunger	An average of 75 meals per day or 27,375 per year will be served. 100 unduplicated clients will be served	TBD	Number of Meals Served Number of unduplicated clients provided meals	ACCHH and various partner agencies
Reduce homelessness	100 unduplicated clients will be provided with emergency overnight shelter. (18,250 nights of emergency overnight	TBD	Number of unduplicated clients provided emergency overnight shelter Number of emergency	ACCHH

	shelter)		<u>overnight</u> shelter nights provided	
Increase self sufficiency	75 unduplicated clients will be provided with case management	TBD	Number of clients provided with case management	ACCHH and various partner agencies

Year 2 Services (FY 2014-2015)
(October 1, 2014 through September 30, 2015)

No later than September 30, 2014, the Provider shall prepare a more detailed timeline of Services for Year 2 and shall submit same to the City for review and upon approval shall be incorporated into this Agreement.

October 1, 2014 through December 31, 2014: Begin provision of Expanded Services, including but not limited to, and based on building availability per the License Agreement:

- a) Emergency Indoor Overnight Shelter;
 - b) Transportation;
 - c) Job skills training, job search and job placement assistance;
 - d) Education and life skills training;
 - e) Preventive Health Care and Behavioral Health Services;
 - f) Drop-in Childcare;
 - g) Recreation; and
 - h) Food service.
- On or before October 1, 2014, the Provider shall submit a Security Plan to the City. ~~and shall provide some form of overnight shelter (whether in an open air pavilion, outdoor camping or within a dormitory) operating nightly.~~
 - On or before October 1, 2014, indoor overnight shelter shall be provided each night (in Bldg #6 and/or other suitable dormitory building) up to the capacity limits of the particular building(s). Overflow shelter shall continue to be provided outdoors in the Pavilion (Bldg #14) or other suitable outdoor location.

January 1, 2015 through September 2015: As buildings, grounds and funding for expansion of services and renovation of buildings becomes available, begin provision of Additional Services to include:

- a) Medical Services;
- b) Gardening;
- c) Other services and functions as may be appropriate and desired by the Community.

Year 3 Services (FY 2015-2016)
(October 1, 2015 through September 30, 2016)

No later than July 31, 2015, the Provider shall prepare a more detailed timeline of Services for Year 3 and shall submit same to the City for review and upon approval shall be incorporated into this Agreement.

- Continue provision of Interim Services, Phase I Services, Expanded and Additional Services. Continue adding and refining services to best meet the needs of the Community.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement" or "License") is made by and between the **City of Gainesville**, a municipal corporation of the State of Florida (the "City"), and the **Alachua County Coalition for the Homeless and Hungry, Inc. a Florida not-for-profit corporation** (the "Licensee").

WITNESSETH:

WHEREAS, the Licensee was the proposer selected by the City pursuant to RFP No. HOUS-140016-FB to implement, administer and provide services for homeless persons at the City's One Stop Homeless Center located at the former site of the Gainesville Correctional Institution at 2845 NE 39th Avenue, Gainesville, Florida (the "Facility"); and

WHEREAS, the RFP contemplated the Proposer would enter into an services/operations contract and one or more license agreements with the City, as and when the City is willing and able to make portions of the Facility available; and

WHEREAS, the City finds that the benefits and obligations expressed in the services/operations contract and the use of a portion of the Facility as described in this License Agreement will provide a substantial benefit to the public and serve a public purpose; and

WHEREAS, the City is willing and able to make a portion of the Facility available as described in this Agreement and the Licensee is willing to accept use of the property described herein, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals which comprise a material part of this Agreement, and the mutual covenants, promises, conditions and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License and Sole Use. The City hereby grants to the Licensee and the Licensee hereby accepts from the City a license to use the portion of the Facility as identified on the attached **Exhibit "A"** (the "Premises") for the sole purpose of providing homeless services as identified in the Service Agreement between the Parties (the "Uses"). In addition, the Licensee and its employees, patrons, and invitees may park in the improved parking spaces and may utilize the sidewalks located in the Facility to access the Premises. The City retains the right, at any time, upon Notice to the Licensee, to assign or otherwise restrict the parking available for use by the Licensee, its employees, patrons and invitees.
2. Condition of Premises; Maintenance and Repair of the Premises. This License is being granted AS-IS, meaning the Licensee accepts the Premises in its current condition and fully understands that the City is making no obligation to maintain or improve the Premises, beyond that specified in this Agreement, and nothing herein should be deemed or interpreted as such an obligation.

A) Licensee Responsibilities for Maintenance and Repair of the Premises.

Licensee shall be responsible for maintaining the heating, ventilating and air conditioning unit, windows, interior walls, mechanical, electrical, plumbing, fixtures, light fixtures, floor, and floor coverings in the condition as existed on the Effective Date, excepting normal wear and tear. Licensee shall not be responsible for replacement of the heating, ventilating and air conditioning unit, unless caused by Licensee's failure to maintain. Licensee shall also be responsible for all repairs, replacement, and maintenance in connection with damage or loss to the Premises, fixtures, and improvements resulting from acts, omissions or negligence of the Licensee, or the Licensee's employees, agents, licensees, patrons, guests or invitees. In addition, Licensee shall repair all damage caused by the installation or removal of furniture, fixtures, or property permitted under this Lease to be installed or removed from the Premises by Licensee. All such repairs shall be made in a good, workmanlike manner. Licensee shall maintain the Premises in a clean, sanitary and safe condition by providing routine janitorial, pest prevention and trash removal services. The Licensee shall at all times keep the Premises in a safe, clean, orderly and presentable condition. Licensee agrees, if notified by the City that any part of the Premises has been altered or is being maintained in an unsatisfactory condition, to remedy the condition at once at the Licensee's expense. Licensee shall promptly report to the City any damage, necessary repairs or maintenance that are the responsibility of the City as set forth below.

B) City Responsibilities for Maintenance and Repair of the Premises. City shall be responsible for the maintenance and repair of the roof, exterior surfaces of the Premises, structural portions of the Premises, and the replacement, should it become necessary, of the heating, ventilating and air conditioning unit. All repairs not addressed in this Agreement and not caused by the acts, omissions or negligence of the Licensee or its employees, agents, licensees, patrons, guests or invitees, shall be the responsibility of City.

3. Common Areas. All areas outside of the exterior of buildings on the Facility and all areas used by Licensee in common with other users of in the Facility (collectively the "Common Areas") shall be maintained by the City. Common Areas include, but are not limited to, all parking areas, walkways, surrounding undeveloped or landscaped land, storm water drainage systems, access ways and any commonly used amenities. Licensee shall pay to City a common area maintenance charge (the "CAM Charge") for the maintenance performed by the City as follows:

A) Within 30 days after the Effective Date and thereafter prior to October 1 of each year during the term of this Agreement, City shall prepare a budget for CAM Charges for the Facility. CAM charges shall include all of City's costs and expenses of operating and maintaining the Common Areas which shall be deemed to include, without limitation, landscaping and grounds maintenance, fencing repair, backflow preventer maintenance, back-up generator maintenance, outdoor lighting, resurfacing, painting, repairs (excluding structural repairs to the Premises), and City's costs for administering the same.

B) Each month the City shall invoice the Licensee for its proportional share of CAM Charges to City based upon the budget, which shall be due and payable by the Licensee within 30 days of receipt of the invoice. Licensee's proportional share shall be determined by multiplying the total of such costs by a fraction, the numerator of which shall be the gross square footage of the Premises and the denominator of which shall be the gross square footage of the Facility as more fully described in the attached **Exhibit "B."**

C) On or before December 31 of each year during the term of this Agreement, the City shall furnish to Licensee a statement showing in reasonable detail the total amount of actual CAM costs for the preceding year and reconciling such actual costs with the Licensee's monthly payments for the year. If the costs are higher than the monthly payments already made, Licensee shall reimburse City such additional costs in a lump sum with the next regular monthly CAM payment. If the costs are lower than the monthly payments already made, Licensee shall be entitled to a setoff of such costs against the next regular monthly CAM payment (or as many payments as are necessary to absorb the setoff to which Licensee is entitled).

D) In the event the Licensee does not pay the CAM Charge when due, the Licensee shall be in default under this Agreement.

4. Improvements by Licensee. Licensee shall install, at its sole expense, all improvements (that are authorized by the City) necessary and required to conduct the Uses on the Premises, including without limitation any Americans with Disabilities Act or state law accessibility requirements or other federal, state or local requirements. The Licensee shall not make any improvements to the Premises that are not authorized in writing by the City, as the owner of the Premises. Regulatory approvals granted by the City shall not constitute approval by the City as owner of the Premises. The Licensee shall, at its sole expense, obtain all permits and approvals required by the City, and any other applicable regulatory agency, to locate and operate the Uses on the Premises.
5. Construction Liens Prohibited. Licensee shall promptly pay for all labor and materials used in constructing any improvements, alterations or fixtures on the Premises and shall do all things necessary to prevent the filing of any mechanics', materialman, or other type of lien or claim against the City or the Premises by, against, through, or under Licensee or its contractors or subcontractors. Licensee shall notify its contractors that the Licensee's and City's interest shall not be subject to any liens or claims for alterations, improvements or fixtures to the Premises by Licensee. The City's interest shall not be subject to any liens or claims for alterations, improvements or fixtures to the Premises by Licensee. If any such lien or claim is filed, Licensee shall cause the same to be released within 90 days of the filing of the lien. Nothing in this Section is intended to preclude or prevent the Licensee from applying for and receiving funding for the Uses it is providing on the Premises; however, prior approval of the City (which may be granted or denied in the sole discretion of the City) is required for any funding that requires a restriction or lien on the Premises or Facility as a condition of application or acceptance of the funding.

6. No Contractual Zoning; No Contracting of Police Powers. The parties recognize that the City is entering this Agreement in its proprietary capacity, as owner of the Premises, and not in its regulatory capacity, as the governmental entity that is vested with the authority to grant or deny permits and development approvals. The parties agree that nothing contained in this Agreement shall be interpreted or construed as an approval, waiver or contract to approve or waive any development plan, development permit, rezoning, comprehensive plan amendment or any other governmental requirement that the City may have jurisdiction over in its regulatory capacity. Nothing contained in this Agreement shall be interpreted or construed as contracting away the exercise of the regulatory or police powers of the City.

7. Utilities. It is anticipated that the City will install sub-meters for each building within the Premises prior to the time that anyone other than the Licensee occupy or use the Facility. Until such time as the submeters are installed, any electric, water and wastewater utilities paid by the City for the Facility shall be passed on the Licensee as part of the CAM charges. After the sub-meters are installed, Licensee shall pay, as part of the CAM charges, any electric, water and wastewater utilities paid by the City for the Premises. All other services to the Premises, such as cable or internet, shall be arranged for and paid by the Licensee.

8. Term: Entire Agreement. This Agreement will become effective on February 11, 2014, 2014 (the "Effective Date") and will expire on September 30, 2016, unless sooner terminated or extended. Upon request of the Licensee, the City may, in its sole discretion, extend this Agreement. Notwithstanding the foregoing, this Agreement may be terminated by the City at any time, with cause, upon Notice to the Licensee. The City may terminate the Agreement, without cause, upon 30 days prior Notice to the Licensee. This Agreement, together with the Service Agreement executed by the Parties, constitutes the entire agreement between the City and Licensee with respect to the use of the Premises. This Agreement and the Service 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 the Service Agreement and if this Agreement is terminated, the Service Agreement is also terminated, and vice versa. **This Agreement shall be recorded in the Public Records of Alachua County, Florida by the Licensee, at its sole expense, within ten (10) days of execution of same.**

9. Rules and Regulations. Any rules and regulations included within or appended to this Agreement at a later date by the City are hereby made a part of this Agreement, and Licensee agrees to comply with and observe the same. Licensee's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Agreement in the manner as if the same were contained herein as covenants.

10. Vacating Premises. Upon vacating the Premises, Licensee must remove its furniture, movable equipment and other personal property not attached to the Premises. Anything not removed on or before the date the Licensee vacates the Premises will become the property of the City. Upon vacating the Premises, Licensee Licensee agrees to deliver to City all keys to the Premises and to surrender the Premises immediately and in good order and condition, excepting reasonable wear and tear.

11. Compliance with Laws and Indemnity. Licensee agrees to use the Premises and any portion thereof in compliance with all federal, state and municipal laws, ordinances, rules or regulations, now in effect or hereafter enacted or adopted (the "Laws") and the Licensee agrees not to use, nor suffer or permit any person to use in any manner whatsoever, the Premises or any part thereof for any illegal purpose, or for any purpose in violation of any Laws. Licensee will protect, indemnify and forever save and keep harmless the City, its employees, officers, and agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of law, ordinance, rule or regulation occasioned by any act, neglect or omission of the Licensee, or any employee or agent of Licensee.
12. Insurance. Licensee shall, during the term of this Lease, maintain comprehensive public liability insurance, including personal injury and property damage, issued by a reputable insurance company licensed to do business in the State of Florida with limits of not less than \$1,000,000 combined single limit protecting City and Licensee against liability for any accident, injury or damage on the Premises. Should City determine that Licensee's operations present a risk of loss greater or of a different type than anticipated; Licensee may be required to maintain greater insurance coverage different in scope of loss covered and/or amount of coverage. Prior to the Commencement Date of this Agreement, Licensee shall furnish to City appropriate certificates of said insurance, and each insurance policy shall contain an agreement that the policy shall not be canceled or materially changed except after 60 days prior written notice of such cancellation or material change to the City. All required insurance products will name the City as an additional insured. Notices of Accidents (occurrences) and Notices of Claims associated with this Agreement shall be provided to the City's Risk Manager as soon as practicable after notice to the insured.
- All personal property of any kind or description whatsoever in or on the Premises, whether owned by Licensee or others, shall be at the Licensee's sole risk and City shall not be liable for any damage done to or loss of such personal property, unless said damage or loss is caused by the City's intentional acts or omissions. Licensee shall secure such insurance as it deems necessary or desirable to cover loss or damage to Licensee's property.
13. Release of City. City is hereby released from any damage or injury to person or property caused by or resulting from acts of god or force majeure, including but not limited to, steam, electricity, gas, water, rain, wind, ice, snow or any leak or flow from or into any part of the Premises. In addition, City shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Premises, the interruption of the use of the Premises, or the termination of this License by reason of any damage or destruction of the Premises.
14. Right to Terminate. In the event the Premises cannot be accessed or occupied due to destruction or damage caused by casualty and the destruction or damage cannot be remedied by the Licensee within a reasonable length of time, as City and Licensee shall mutually determine, either party shall have the right to terminate this License.

15. Taxes. The Licensee agrees to pay any and all taxes, including without limitation ad valorem property taxes and personal property taxes, assessed by virtue of the use and improvements on the Premises. As to taxes that are assessed during the term of the License, but are due and payable after its expiration or termination, this provision shall survive such termination or expiration.
16. Public Liability and Indemnification. The Licensee assumes all risks in the uses and improvements on the Premises, pursuant to this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property occurring on the Premises and hereby covenants and agrees to indemnify and hold harmless the City and its officers and employees from any and all liability, claims, suits, losses, demands, fines, fees, penalties, proceedings, actions and causes of action, including reasonable attorney's fees for trial and on appeal, of any kind and nature arising out of or any way connected with damage or injury to person or property of whatsoever kind and nature, whether direct or indirect. This indemnification shall not be limited to the insurance coverage herein provided. This indemnification shall survive the expiration or termination of this Agreement.
17. Assignment. The Licensee is not permitted to assign, transfer, convey or otherwise dispose of this license to any other person, legal entity or corporation without the previous written consent of the City, which may be withheld in the sole discretion of the City. If the Licensee shall, without the previous written consent specified in this section, assign, transfer, convey or otherwise attempt to dispose of same, the City reserves the right to declare this Agreement terminated without previous notice to the Licensee or its attempted assignee.
18. Hazardous Materials and Indemnification. Without limiting Licensee's obligations under any other provision of this License, Licensee and its successors and assigns shall hereby indemnify, defend, protect, and hold City, its officers, employees, elected officials, agents, lenders, consultants, independent contractors, and any successors to City's interest ("Indemnified Parties") harmless from and against, and shall reimburse the Indemnified Parties for any and all losses, claims, liabilities, damages, costs, expenses, causes of action, judgments, damages, enforcement actions, taxes, remedial actions, the diminution in the value of the Premises, or any portion thereof, and injuries to persons, property or natural resources, arising out of Licensee's breach of any provision (or representation, warranty, or covenant) contained in this Section arising from, out of, in connection with, or as a consequence, directly or indirectly, of the Release or presence of any Hazardous Substances on, in, or beneath the Premises or that may have migrated from the Premises to any adjacent lands, air or water, which first occurs during the Term of this License, as the same may be extended by law or agreement of the parties, whether foreseeable or unforeseeable, and whether or not known to Licensee, it being understood and agreed that the foregoing indemnity includes, but is not limited to, all costs of removal, remediation of any kind, detoxification, clean up and disposal of such Hazardous Substances and the preparation of any closure or other required plans, all costs of determining whether the Premises is in compliance and causing the Premises to be in compliance with all applicable Environmental Laws, all costs and fees associated with claims for damages to persons, property, or natural resources, and City's reasonable attorney's fees and consultant's fees and court costs in respect thereto, whether or not litigation or administrative proceedings shall

occur, including all costs and expenses incurred or suffered by City by reason of any violation of any applicable Environmental Law which first occurs, or has first occurred, upon the Premises during the Term of this License, as the same may be extended by law or agreement of the parties, or by reason of the imposition of fines or penalties, or any governmental lien for the recovery of environmental clean-up costs, expended by reason of such violation, it being expressly understood and agreed that to the extent the Indemnified Parties or any of them are strictly liable under any Environmental Laws, this indemnity shall apply without regard to the strict liability with respect to the violation of law which results in such liability. Licensee shall comply with all Environmental Laws throughout the Term of this License, as the same may be extended by law or agreement of the parties. Licensee hereby covenants and agrees that all obligations of Licensee under this Section shall survive any termination of the License, it being further understood and agreed that the rights of City under this Section shall be in addition to any other rights and remedies under this License, or otherwise available to City at law or in equity.

Definitions. The term "Environmental Laws" shall mean and include any and all federal, state or local laws (whether under common law, statute, rule, regulation, ordinance or otherwise), requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives or other requirements of any governmental authority relating to or imposing liability or standards of conduct (including disclosure or notification) concerning the protection of human health or the environment, Hazardous Substances or any activity involving Hazardous Substances, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq. ("CERCLA"), as amended; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6921 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. Sections 651 et seq. ("OSHA"); the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; the Federal Solid Waste Disposal Act, 42 U.S.C. Sections 6901 et seq.; the Clean Air Act, 42 U.S.C. Sections 7401 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 11001 et seq.; Chapters 376 and 403, Florida Statutes; Chapter 62, Florida Administrative Code; and any regulation implementing the above.

The term "Hazardous Substances" shall have the meaning ascribed to it in CERCLA; provided, however, that the definition of the term "Hazardous Substances" shall also include (if not included within the definition contained in CERCLA) any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or byproduct thereof), hydrocarbons, radon, urea, urea formaldehyde, and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled, limited or regulated in any manner under any Environmental Laws.

The term "Release" shall have the meaning ascribed to it in CERCLA and shall also include (if not included within the definition contained in CERCLA) any spill, leak, emission, discharge or disposal of Hazardous Substances into the environment.

The term "Notice" shall mean any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from the Florida Department of Environmental Protection ("FDEP"), the United States Environmental Protection Agency ("USEPA"), the United States Occupational Safety and Health Administration ("OSHA") or other federal, state or local agency or authority, or any other entity or any individual, concerning any act or omission resulting or which may result in the Release of Hazardous Substances into the waters or onto the lands of the State of Florida, or into waters outside the jurisdiction of the State of Florida, or into the environment.

19. Sovereign Immunity. The Licensee and the City agree that nothing in this Agreement is intended to be or shall be interpreted as a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes.
20. Default. Failure to perform under this Agreement shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default shall have ten days (or such other timeframe as the parties then agree) to correct the default. If the default is not timely corrected, this Agreement may be terminated at the option of the non-defaulting party.
21. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Agreement must be brought and heard in Alachua County, Florida.
22. Amendment. This Agreement may not be amended, unless evidenced in writing executed by all parties.
23. Notice. Any notice required under the terms of this Agreement must be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given ("Notice"). Addresses of the parties are as follows:

As to the City
Russ Blackburn, City Manager
City of Gainesville
Post Office Box 490, Mail Station 6
Gainesville, Florida 32627-0490
Phone: (352) 393-5010

As to the Licensee
Theresa Lowe, Executive Director
ACCHH
703 NE 1st Street
Gainesville, Florida 32601
Phone: (352) 372-2549

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals on the day and year first above written.

Signed, sealed and delivered
In the presence of the following witnesses:

Helen Harris
Print Name: Helen Harris

Karen E. Pruss
Print Name: KAREN E PRUSS

STATE OF FLORIDA
COUNTY OF ALACHUA

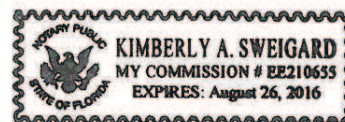
CITY:
CITY OF GAINESVILLE

Russ Blackburn
Russ Blackburn, Manager

Approved as to Form and Legality
By: Nicolle M. Shalley
Nicolle M. Shalley
City Attorney

The foregoing instrument was acknowledged before me this 11th day of February, 2014, by Russ Blackburn, as the Manager of the City of Gainesville, a municipal corporation, and who has acknowledged that he/she has executed the same on behalf of the City, and that he was authorized to do so. He is personally known to me or has produced _____ as identification.

Kimberly A. Sweigard
Notary Public, State of Florida



Signed, sealed and delivered
In the presence of the following witnesses:

Cathy B. Scott
Print Name: Cathy B. Scott

Billy D. Williams
Print Name: Billy D. Williams

STATE OF FLORIDA
COUNTY OF ALACHUA

LICENSEE:
ALACHUA COUNTY COALITION FOR THE
HOMELESS AND HUNGRY, INC.

Brendan Shortley
Brendan Shortley, Board Chair

The foregoing instrument was acknowledged before me this 11th day of February, 2014, by Brendan Shortley, Board Chair of the Alachua County Coalition for the Homeless and Hungry, Inc., a Florida not-for-profit corporation, and who has acknowledged that he has executed the same on behalf of the corporation, and that he was authorized to do so. He is personally known to me or has produced FLORIDA DRIVERS LICENSE SW24 073 07 4480X 12/20 as identification.

Angeline Jacobs
Notary Public, State of Florida



Exhibit "A"

The Premises

The "Premises" for purposes of this License Agreement includes the following buildings (as identified in the sketch below):

Pavilion (Building 14)

Visitor/Multipurpose Center (Building 13)

Chapel (Building 12)

Dorm C (Building 6- all areas except one restroom/shower area)

Food Service (Building 11- only Dining Room Area)

In addition, for the purpose of providing overnight shelter, the Licensee may also use Pavilion (Building 5) and the baseball diamond area.

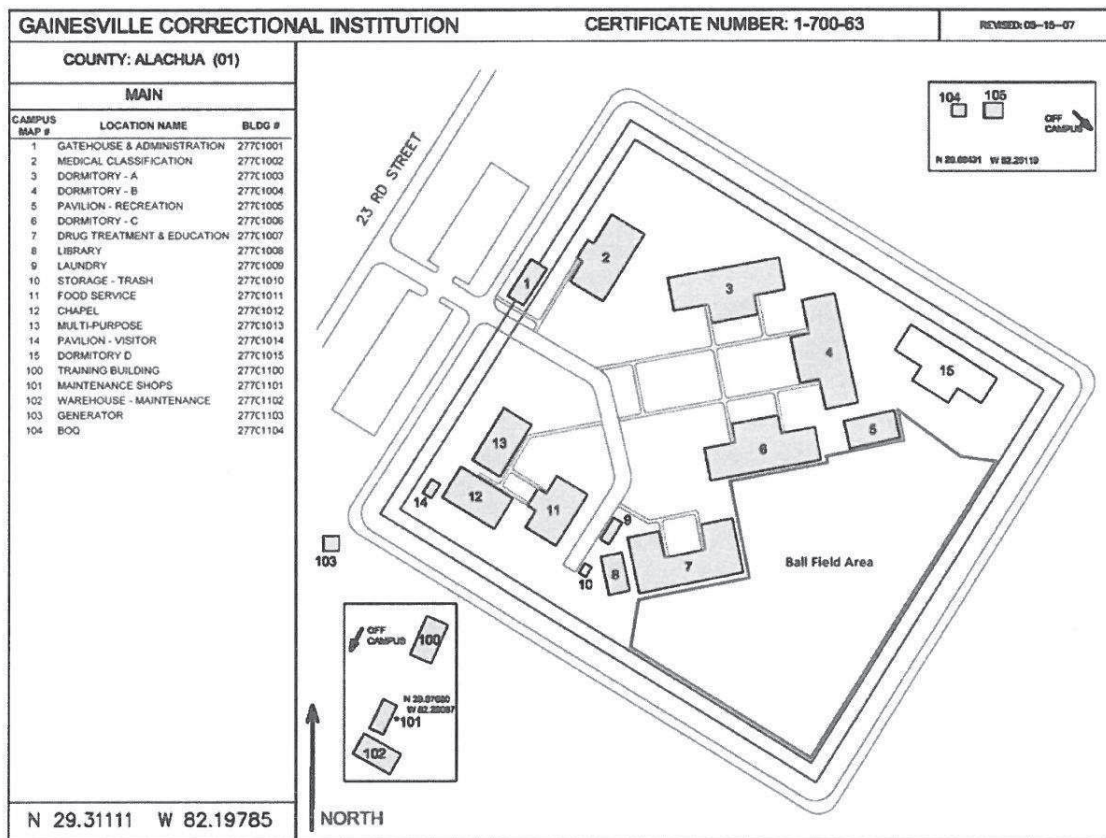


Exhibit "B"

Basis for numerator and denominator used in CAM Charge Calculations

	Building	Square Feet	Percentage of Total Area
1	Gatehouse and Administration	2,485	3%
2	Medical Classification	5,600	7%
3	Dormitory -A	9,618	12%
4	Dormitory -B	9,618	12%
5	Pavilion - Recreation	3,040	4%
6	Dormitory -C	9,618	12%
7	Drug Treatment & Education	10,050	12%
8	Library	1,605	2%
9	Laundry	780	1%
10	Storage - Trash	360	0%
11	Food Service	6,961	9%
12	Chapel	3,987	5%
13	Multi-Purpose	3,750	5%
14	Pavilion - Visitor	3,200	4%
15	Dormitory -D	9,743	12%
Total Square Footage		80,415	100%

budget for personal services. Indicate the total number, qualifications, job descriptions, titles and salaries of all personnel.

c) Any cash, grants, in-kind contributions or other sources of funding.

GCI Budget Detail

Annual Costs	Cash	In-kind/match
<i>Operational costs</i>		
Utilities	\$ 25,000.00	
Food	\$ 40,000.00	\$ 100,000.00
Resident and Client Supplies	\$ 12,000.00	\$ 36,000.00
Maintenance	\$ 18,000.00	\$ 12,000.00
total	\$ 95,000.00	\$ 148,000.00
<i>Personnel Costs</i>		
ACCHH Executive Director		\$ 61,000.00
Director of Operations	\$ 55,000.00	
HMIS Manager		\$ 40,000.00
Office Manager	\$ 25,000.00	
Client Advocates		
4.725 FTE @ \$10/Hour	\$ 98,250.00	
4.725 FTE volunteer and in kind		\$ 98,250.00
Case Manager		
2 FTE		\$ 56,000.00
Security		
1.5 FTE		\$ 50,000.00
total salaries	\$ 178,250.00	
FICA/Worker's Comp/Ins @ 15%	\$ 26,737.50	
total personnel	\$ 204,987.50	\$ 305,250.00
<i>Administrative Costs</i>		
2.5% of total budget		
% of audit, insurance, office supplies	\$ 8,000.00	\$ 20,000.00
Total Annual Budget for Year 1	\$ 308,000.00	\$ 473,250.00
<u>Startup Costs</u>		
One time costs that will be built-in as replacement costs for consumables after Year 1		
<i>Laundry Equipment - 1 year contracts for maintenance and supplies</i>		
2 commercial sets (rental)	\$ 9,600.00	
8 heavy duty sets (rental)	\$ 4,800.00	
total	\$ 14,400.00	

GRACE MARKETPLACE: RFP RESPONSE BUDGET, CURRENT (FY2015) BUDGET

	RFP BUDGET	CURRENT BUDGET (FY2015)
	Cash	Cash
<u>ANNUAL COSTS</u>		
<u>Operational Costs</u>		
Utilities	\$ 25,000.00	\$ 96,000.00
Food	\$ 40,000.00	\$ 15,000.00
CAM	\$ -	\$ 4,800.00
Phones	\$ -	\$ 12,000.00
Resident & Client Supplies	\$ 12,000.00	\$ 12,000.00
Maintenance	\$ 18,000.00	\$ 23,000.00
Insurance	\$ -	\$ 23,792.29
Total Operational	\$ 95,000.00	\$ 186,592.29
<u>Personnel Costs</u>		
ACCHH Executive Director	\$ -	\$ -
Operations Director	\$ 55,000.00	\$ 49,800.00
HMIS Data Coordinator	\$ -	\$ -
Office Manager	\$ 25,000.00	\$ 33,600.00
Client Advocates 4.725 FTE	\$ 98,250.00	\$ 107,016.00
Case Manager 2 FTE	\$ -	\$ 12,480.00
Shelter Director 1 FTE	\$ -	\$ 31,200.00
Security 1.5 FTE	\$ -	\$ -
Total Salaries	\$ 178,250.00	\$ 234,096.00
FICA/WC/Ins	\$ 26,737.50	\$ 58,524.00
Total Personnel	\$ 204,987.50	\$ 292,620.00
<u>Administrative Costs</u>		
2.50% % of office supplies, insurance, audit	\$ 8,000.00	
Local Travel	\$ -	\$ 120.00
Regional Travel	\$ -	\$ 300.00
Postage	\$ -	\$ 120.00
Office Supplies	\$ -	\$ 5,000.00
Staff Development	\$ -	\$ 3,600.00
Misc	\$ -	\$ 2,400.00
Total Administrative	\$ 8,000.00	\$ 11,540.00
Total	\$ 307,987.50	\$ 479,212.29

ACCHH Presentation Backup

1. Outline of Presentation
 - a. ACCHH Presentation Outline.pdf
2. Definitions:
 - a. 141030_Housing_types_definitions.docx
3. GRACE Marketplace Current Service Model:
 - a. 141030_GRACE_CURRENT_SERVICE_AVAILABILITY.docx
 - b. Ltr re October pavilion shelter.pdf
 - c. 10-8-14 Letter re Visitor Pavilion Services.pdf
 - d. 141030 DRAFT Shelter Criteria.docx
4. Point in Time Survey and Housing Inventory, 2005 vs. 2014
 - a. 141030_Gaps_Housing_Resources.docx
5. Anticipated Scope of Services:
 - a. RFP excerpt.pdf
 - b. Summary of Response to RFP re Anticipated Level of Service.pdf
6. Projected Costs, Staffing Needs and Funding Streams:
 - a. 141030 DAY SERVICES PLUS SHELTER BUDGET WORKSHEET.pdf
 - b. 141030 RFP vs CURRENT FY 15 BUDGET WORKSHEET
 - c. 141030 projected fy15 inkind.pdf
 - d. 141030 ACCHH Fundraising Forecast FY 14_15.pdf
7. Proposed Contract Modifications
 - a. License Agreement Excerpt.pdf
 - b. GRU Power Bill June 2014.pdf
 - c. Summary of GRU Power Bills.pdf
8. Actual Year 1 Service Levels:
 - a. Summary of Services Provided through Sept. 30, 2014 [to be supplied]

ACCHH Presentation Outline – 10.30.2014 Draft

1. Definitions: Types of Service
2. GRACE Marketplace Current Service Model
3. Point in Time Survey and Housing Inventory Gap
4. Anticipated Scope of Services
 - a. RFP
 - b. Response to RFP
 - c. Performance Specifications/Anticipated Year 1 Outputs
5. Actual Year 1 Service Levels
6. Actual Staffing Requirements
7. Actual Operational Costs
8. RFP vs. Current FY 15 Budget: Key Differences
 - a. Operational Costs
 - b. Personnel Costs
9. Other Funding Streams
 - a. Grants
 - b. In-kind contributions/volunteers
 - c. Fundraising
10. Cost Breakdown by Service Component for FY 15
 - a. Base Cost for Day Services w/o Shelter
 - b. Shelter up to 22 indoors
 - c. Shelter up to 22 more indoors
 - d. Shelter up to 56 on Pavilion
11. Summary of Costs and Staffing Needs
12. Proposed Contract Modifications to Reduce Funding Needed
 - a. Utilities
 - i. Sub-meters
 - ii. Re-allocation of costs to City
 - b. Maintenance
 - i. Re-allocation of responsibility to City
 - c. CAM charges
 - i. Landscaping services
 - ii. Prerogative to reduce footprint
13. Decision Points:
 - a. Service and Cost Options
 - b. Cost-saving Contract Modification Options

Day Services: Services provided at GRACE Marketplace to help people meet basic needs, regain self-sufficiency, or (in the case of individuals with housing) to prevent homelessness from occurring. Day services currently available at GRACE Marketplace include meals, showers, restroom facilities, shelter, mental health and substance abuse treatment (Meridian Behavioral Healthcare), rent/utility assistance (Alachua County Social Services), veterans' services (VA, Volunteers of America, Family Endeavors), GED classes (Gainesville Community Ministry), computer lab, ID/Birth Certificates (Holy Trinity Downtown Ministry), and more.

Emergency Shelter: (As defined by HUD): Any facility whose primary purpose is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless for a period of 90 days or less. Supportive services may or may not be provided in addition to the provision of shelter.

Wet Shelter: A shelter facility that provides service to individuals, even if they are under the influence of alcohol or drugs.

Dry Shelter: A shelter facility which provides service to individuals only if they are not under the influence of alcohol or drugs. Additional requirements (such as participation in case management) may also be established as a condition of receiving service.

Transitional Housing: A type of supportive housing used to facilitate the movement of homeless individuals and families to permanent housing. Generally, homeless persons may live in transitional housing for up to 24 months and receive supportive services that enable them to live more independently. The supportive services may be provided by the organization managing the housing or coordinated by them and provided by other public or private agencies. Transitional housing can be provided in one structure or several structures, at one site or in multiple structures at scattered sites.

Permanent Supportive Housing: (As defined by HUD - in terms of their programs): Permanent housing for homeless persons with disabilities is another type of supportive housing. It is long-term community-based housing, which includes supportive services for homeless persons with disabilities. The intent of this type of supportive housing is to enable this special needs population to live as independently as possible in a permanent setting. The supportive services may be provided by the organization managing the housing or coordinated by the applicant and provided by other public or private service agencies.

Rapid Rehousing: Rapid re-housing is designed to help individuals and families quickly exit homelessness and return to permanent housing. A key element of rapid re-housing is the "Housing First" philosophy, which offers housing without preconditions such as employment, income, lack of a criminal background, or sobriety. If issues such as these need to be addressed, the household can address them most effectively once they are in housing.

There are three core components of rapid re-housing: housing identification, rent and move-in assistance (financial), and rapid re-housing case management and services. While all three components are present and available in effective rapid re-housing programs, there are instances where the components are provided by different entities or agencies, or where a household does not utilize all three. While particular federal programs that fund rapid re-housing may contain additional components and requirements, at a minimum these core components run throughout all federal rapid re-housing programs.

GRACE MARKETPLACE CURRENT DAY SERVICE AVAILABILITY

SERVICE	HOURS
Meals	Breakfast: M-F 7:30a-8a Sat: 8a-9a Sun: 9:15a-10:15a Dinner: M-F 5:30p-6:30p S-S: 4:30p-5:30p
Bathrooms	7a – 11p (Welcome Center)
Intake	9a – 3p
Showers	9a – 3p (Admin Bldg)
Day Shelter	7a-11p
Laundry	M-F: 9a-3p S-S: 9a-3p (Shelter residents only)
Mail Service	11:30a – 1p
Storage	2 hours (TBD) between 9a-3p
Telephone	7a-11p
Computer Lab	M-F: 8a-5p
Clothes Closet	10a-12p, 2 days a week



North Central Florida Coalition for the Homeless and Hungry

A 501(c)(3) Non-profit Community Organization

...working **together** to end homelessness in our community...

Board of Directors

Chair

Donna Fagan
Another Way, Inc.
Domestic Violence & Rape Crisis Center

Chair-Elect

Theresa Harrison
Peaceful Paths
Domestic Abuse Shelter

Immediate Past Chair

Brendan Shortley
Helping Hands Clinic

Treasurer

Julia Lake
Wells Fargo

Secretary

Elizabeth Feagin
Veterans Health Administration

At Large

Terry Fleming
Holy Trinity Episcopal Church

Blu Fogarty
CORE, Inc.

Peggy Henderson
FL Dept of Children & Families

Nkwanda Jah
Cultural Arts Coalition

Maria LeFave
Gainesville Community Ministries

Rodney Long
The Long Foundation

Eric McLarthy
VetSpace

Roberta Young
Hampton Inn

Staff

Theresa Lowe
Executive Director

ACCHH, Inc.
2845 NE 39th Ave
Gainesville, FL 32609

tlowe@gracemarketplace.org
Voice – 352-792-0800
Fax – 352-505-3977

October 4, 2014

Fred Murry, Assistant City Manager
Office of the City Manager
P.O. Box 490, Station 6
Gainesville, FL 32627

RE: Overnight Outdoor Shelter on the Front Pavilion

Dear Mr. Murry:

Based on conversations between City Staff and representatives of GRACE Marketplace, we are proposing that the Alachua County Coalition for the Homeless and Hungry, Inc. dba North Central Florida Coalition for the Homeless and Hungry will provide 30 nights of shelter, for up to 56 people, on the front pavilion of the City's Empowerment Center commencing the night of October 6, 2014. Shelter will be available from 7:00 p.m. until 7:00 a.m. during the nights of operation. In exchange for providing this service, the City will provide payment to the Coalition in the amount of \$6,319.50 no later than October 15, 2014.

Sincerely,

Theresa Lowe



Office of the City Manager

PO Box 490, Station 6
Gainesville, FL 32627
(352) 334-5010
(352) 334-3119 (fax)
www.cityofgainesville.org

October 8, 2014

Theresa Lowe, ACCHH Executive Director
Alachua County Coalition for the Homeless and Hungry
2845 NE 39th Ave.
Gainesville, FL 32609

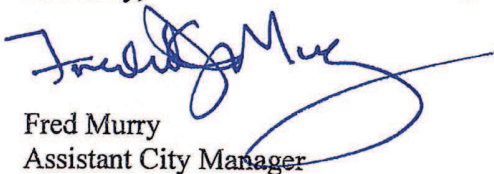
Re: Visitor Pavilion Services

Dear Ms. Lowe:

This letter acknowledges that the City of Gainesville has received your correspondence dated Saturday, October 4, 2014. That letter confirms your interest in providing outdoor shelter services for up to 56 homeless persons per night, under the Visitor Pavilion at the Empowerment Center. For this service, the City has agreed to pay ACCHH \$6,319.50 for services from October 6th thru November 5th. According to the letter, pavilion residents are entitled to all services required under the existing contract between the City and ACCHH. In addition, the City requests that you keep a daily attendance log of the number of individuals taking advantage of this service for the next 30 days. Information from those attendance logs can be used to help determine the utilization rate for such services, and the feasibility of continuing the services in the future.

If you have any questions about the services being agreed upon by the City and ACCHH, please feel free to contact me.

Sincerely,



Fred Murry
Assistant City Manager

Cc: Honorable Mayor and City Commission
ACCHH Board Chair, Donna Fagan
Russ Blackburn, City Manager
Gary Cothren, Facilities Maintenance Manager
Jackie Richardson, HCD Manager
John DeCarmine, ACCHH Operations Manager

REVISED 10-30-2014

Current Criteria for Admission to GRACE Shelter (GRACELand)

GRACE Marketplace will provide indoor shelter only to individuals who:

- (a) are willing to develop and follow a case plan;**
- (b) are not under the influence of alcohol or drugs, and**
- (c) meet at least one of the following criteria:**

- Are working and can provide verification of employment**
- Have been scheduled volunteers in good standing**
- Have acute or serious documented medical issues**
- Are of advanced age (over age 75)**

Based on current staffing and funding levels, indoor shelter can be provided to as many as 22 qualified individuals.

Count of homeless men, women, and children in Alachua County:

2005: 1,000*

2014: 2,091

Homeless Housing Resources, Alachua County:

	2005	2014
Emergency Shelter	123	163
Transitional Housing	129	134
Permanent Supportive Housing	86	491
TOTAL:	338	788
GAP:	662	1,303

* Estimate from Project GRACE: The Gainesville/Alachua County 10-Year-Plan to End Homelessness

ATTACHMENT A
SCOPE OF SERVICES

If a Proposer is selected under this RFP process, it is anticipated that the selected Proposer and the City will negotiate and, if negotiations are successful, will enter into two contracts, a services/operations contract and a license agreement. The items listed below and the terms and conditions in the License Agreement attached as Attachment C represent the minimum services that must be provided pursuant to the contracts.

A. **Homeless Services.** The following describes the minimum level of services that shall be provided. 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 selected proposer shall accept all referrals for homeless services made by the City, subject to the availability of resources and facilities.

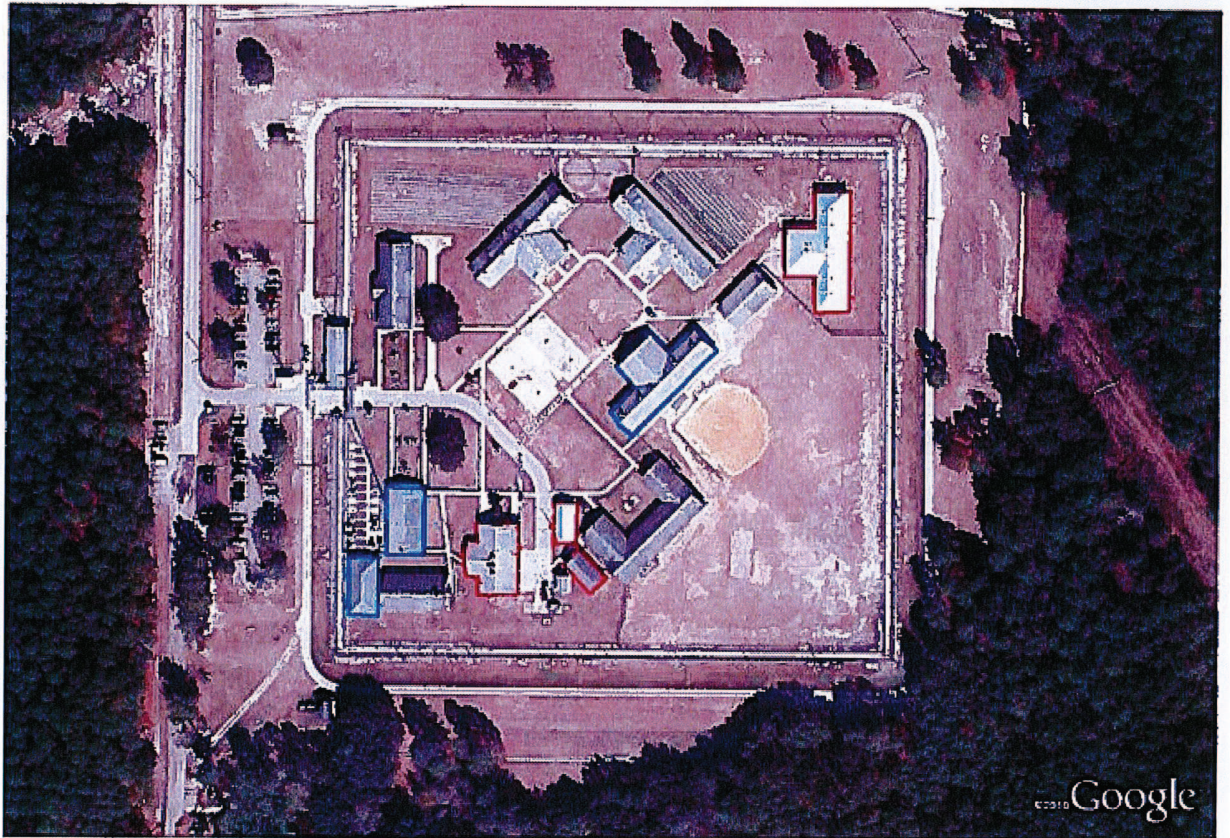
1. **Interim Services:** It is anticipated these services will be provided within the Interim Use Areas depicted in Attachment B, GCI Site Map.
 - a) Management of Facility- Opening, Security (as needed) and Closing of Facility;
 - b) Coordination of Services & Activities- provide scheduling and management services
 - c) Meals- Coordinate or provide at least 2 ready-to-eat meal(s) each day; and
 - d) Restroom Facilities- provide restroom facilities to the general public. The Proposer must keep the restroom facilities open, clean and stocked with toilet tissue during hours of operation.
2. **Phase I Services:** In addition to the Interim Services, it is anticipated that the Phase I services will be provided within the Interim Use areas and the Phase I Areas depicted in Attachment B, GCI Site Map or within such other areas/facilities as are made available by the City.
 - a) Supportive Services – Information, Referral, Intake and Case Management.
 - b) Meals – Coordinate or provide at least 2 ready-to-eat meals each day. If the Proposer elects to use the Kitchen facilities, the Proposer must have the capacity and experience necessary to operate a full service commercial kitchen, including staffing and volunteers who have food safety certification.
 - c) Storage of Personal Belongings – Provide on-site storage for the personal belongings of homeless persons.
 - d) Mail service – Accept, hold and distribute mail for homeless persons.
 - e) Day services – Provide access to personal care services (showers, toilets, hygiene kits); access to laundry facilities; local telephone service, and other similar services for homeless persons.
3. **Expanded Services (Optional):** It is expected that the selected Proposer will provide services above and beyond those described above as minimum Interim and Phase I Services, and that the optional services offered by the selected Proposer will expand over time, and will be documented by written contract amendments negotiated and entered into by the City and the selected Proposer. The City is particularly interested in the following types of optional services for the benefit of persons experiencing homelessness, as well as those persons at risk of homelessness:
 - a) Emergency Shelter and Transitional Housing Services;
 - b) Transportation;
 - c) Job skills training, job search and job placement assistance;
 - d) Education and life skills training;
 - e) Preventive Health Care and Behavioral Health Services;
 - f) Childcare;
 - g) Recreation; and
 - h) Food service: Providing multiple meals per day, either ready-to-eat or prepared on-site. On-site will require the capacity and experience necessary to operate a full service commercial

kitchen, including staffing and/or volunteers who have food safety certification.

- B. Property and Facilities** – The Proposer must have the capacity and experience necessary to maintain the grounds and facilities. It will be the responsibility of the Proposer to improve and maintain the property and facilities in accordance with a license agreement to be negotiated and executed between the City and Proposer for the usage of the GCI facilities. It is anticipated the license agreement will be in substantially the same form as Attachment C.
- C. Operational** – The Proposer must have the capacity and experience necessary to operate a multi-service one-stop homeless center. The Proposer must have the capacity to integrate the center into its existing, established operations, including without limitation:
- a) Human Resources: Must have the capacity and experience necessary to appropriately hire and maintain staffing levels commensurate with the services provided.
 - b) The Proposer shall develop a plan to address security, loitering, sanitation, health related issues and public safety concerns.
 - c) The Proposer must have substantial financial capacity, including extensive experience in cost accounting.
 - d) The Proposer must have an internal monitoring system that is effective in identifying program, personnel and fiscal issues and providing corrective action procedures. The Proposer must submit to the City quarterly status reports, statistical information, incident reports, sanction recommendations, annual budget reviews, quarterly expenditure reports, and yearly close-out statements. Failure to submit required documentation in a timely manner could result in a less than satisfactory performance evaluation.
 - e) The Proposer shall enter data on all clients served and all services provided at GCI into the local Continuum of Care Homeless Information Management System (HMIS). This requirement shall be passed down to all collaborative organizations providing services at GCI.
- D. Community Collaboration, Program Development/Fundraising/Volunteer Recruitment:**
- a) The Proposer shall collaborate with other community organizations for the development of a one-stop homeless operation and community resource center.
 - b) The Proposer shall work with a City/County established visioning advisory board that may include, but is not limited to: Proposer representatives, City representatives, County representatives, and other representatives from the community.
 - c) The Proposer shall be required to attend City Commission and/or County Commission meetings when requested.
 - d) The Proposer shall work with a City/County appointed oversight advisory board. The oversight advisory board will oversee the operations of the GCI site including making recommendations on all related to homeless programs and services and other community services provided at GCI.
 - e) The Proposer must apply for grants, fundraise and/or secure volunteers to provide the balance of the financial and other support needed to adequately maintain a one stop homeless operation and community resource center.

ATTACHMENT B

MAP GCI SITE



BLUE – Interim Use Areas

RED - Phase I Areas

The intended and future use of the property and improvements is to provide homeless and other community services to all Alachua County residents. In addition to homeless services, other community services may be provided unilaterally by other organizations for the benefit of the community as a whole. Therefore, the future use and occupancy of the property and improvements may be shared collectively with the Proposer and other organizations as approved by the City. The City makes no representation or warranty as to when the facilities described below, or those that may be added in the future, will be available for use and occupancy.

SECTION VI – TECHNICAL SPECIFICATIONS

A. BACKGROUND/OVERVIEW

In December 2005, the City of Gainesville and Alachua County adopted a Ten Year Plan to End Homelessness. The cornerstone of the plan was the development of a One-Stop Homeless Assistance Center. Since that time, the City of Gainesville has been in the process of finding a suitable location for this center. As outlined in the Ten Year Plan to End Homelessness: *"there are an estimated 1,381 homeless persons living in Gainesville and Alachua County, but only approximately 350 emergency, transitional, and permanent supportive housing beds are available to serve this need. Several initiatives are in place to address this need, including the Ten Year Plan to End Homelessness. The Ten Year Plan to End Homelessness proposes adding another 350 beds to shelter or house homeless persons over the next 10 years. A key component of the Plan is the creation of a "first entry" or one-stop center for homeless services. The center would include medical care, child care, personal hygiene facilities, communications access, some substance abuse intervention, and emergency assistance, among other services."*

The City has now found a site (the former Gainesville Correctional Institution) located at 2845 NE 39th Avenue, Gainesville, Florida. The property encompasses approximately 30.85 acres with certain improvements formerly used for correctional services and housing for over 300 minimum to medium security inmates. The City is currently working on obtaining use and/or ownership of the site from the State of Florida. **THE AWARD OF ANY CONTRACT AND/OR LICENSE AGREEMENT UNDER THIS RFP IS EXPRESSLY CONTINGENT ON AND SUBJECT TO THE CITY OBTAINING USE AND/OR OWNERSHIP RIGHTS TO THIS PROPERTY FROM THE STATE OF FLORIDA.**

The property and its improvements will need renovation in order to be utilized for the provision of homeless and community services. As such, the City anticipates that the property and its improvements will be available for use in phases, depending on the available financial resources of the City and the Proposer. The City anticipates the first two phases as follows, and except as described below, it is anticipated that the Proposer would be responsible for all renovations, furniture, equipment, computer, networking capabilities and utilities.

The intended and future use of the property and improvements is to provide homeless and other community services to all Alachua County residents. In addition to homeless services, other community services may be provided unilaterally by other organizations for the benefit of the community as a whole. Therefore, the future use and occupancy of the property and improvements may be shared collectively with the Proposer and other organizations as approved by the City. The City makes no representation or warranty as to when the facilities described below, or those that may be added in the future, will be available for use and occupancy.

INTERIM FACILITIES: It is anticipated that two buildings and a pavilion as shown outlined in BLUE on Attachment B, GCI Site Map will be available immediately for the provision of interim services. The pavilion is an open air facility, consisting of a slab with a roof. No electricity or air conditioning is provided at the pavilion.

One building provided will have an open space for meetings. That building will have functioning windows and restrooms. No air conditioning will be provided to that building. The dormitory facility will not be provided with air conditioning or furniture; however, the dormitory will have functioning windows and restroom facilities. Electricity and water must be placed in the Proposer's name for billing and usage.

PHASE I FACILITIES: It is anticipated that four buildings as shown outlined in RED on Attachment B, GCI Site Map will be available for Phase I services upon completion of renovations. One building can be used for meeting space, and will have functioning air conditioning, ADA compliant restrooms, and a wall outlet with plug in for internet. Telephone and internet connection must be placed in the Proposer's name for billing and usage. A laundry building will have water hook-ups only. It is anticipated that the Proposer would obtain and install all washers and dryers in the laundry room, as needed. A dormitory building will have ADA compliant restrooms, showers, drinking water fountains, heating and air conditioning. A food service building will have seating for dining, an open kitchen space to organize and serve ready to eat meals and one functioning cooler to store food. However, there is no air conditioning, heating, or equipment for cooking.

The desired services to be provided at the GCI facility are described in more detail in Attachment A, Scope of Services, but are summarized as follows:

- **Interim Services:** open space for meetings and ready-to-eat meals and food distribution.
- **Phase I Services:** day services program for homeless persons including but not limited to: storage, mail, restrooms with shower facilities, laundry and food services.
- **Expanded Services (Optional):** it is expected that the selected Proposer will expand the services offered through collaboration with other Proposers and agencies, according to a timeline to be negotiated by the City and Proposer. The expanded services shall be designed for the benefit of persons experiencing homelessness, as well as those persons at risk of homelessness, including but not limited to: emergency shelter; transitional housing; job skills training; job search/placement assistance; education; behavioral health services; primary and dental healthcare; life skills training; childcare; and recreation. May also include other community services that benefit all Alachua County residents such as horticulture, arts, and other public activities.

Summary of Response to RFP re Anticipated Level of Service:

- Proposed providing “both Interim Services and Phase I Services” at the outset (p.12)
- Anticipated “serving 75 clients at each daily meal service” twice a day (p.16)
- **Budget based on “estimation of people served at 75 per day on average in the first year.”**
(p.18)

Summary of Response to RFP: Anticipated Year 1 Outputs

- 100 unduplicated clients served annually (all services)
- 100 unduplicated clients served meals annually
- 100 unduplicated clients provided with shelter annually
- 75 unduplicated clients provided with case management annually
- 75 meals per day served on average (27,375 per year)
- 18,250 nights of shelter provided annually

Options for Day Services + Shelter: FY15 Costs

[EXCLUDING IN-KIND & OUTSIDE FUNDING]

	RFP BUDGET	Base Cost for DAY SERVICES with no shelter 7A - 7P	Additional Cost to SHELTER 22 Indoors	Additional Cost to SHELTER 22 MORE Indoors	Additional Cost to SHELTER 56 on PAVILION	SUMMARY OF COSTS:
	Cash	Cash	Cash	Cash	PAVILION (56 MAX) Cash	DAY SERVICES ONLY:
ANNUAL COSTS						
Operational Costs						
Utilities	\$ 25,000.00	\$ 86,400.00	\$ 9,600.00	\$ -	\$ -	\$ 403,963.09
Food	\$ 40,000.00	\$ 15,352.80	\$ -	\$ -	\$ 10,584.00	\$ 483,846.09
CAM	\$ -	\$ 3,003.00	\$ 1,521.00	\$ -	\$ -	\$ 479,797.09
Phones/Internet	\$ -	\$ 10,200.00	\$ -	\$ -	\$ -	\$ 559,680.09
Resident & Client Supplies	\$ 12,000.00	\$ 10,400.00	\$ 1,760.00	\$ 1,760.00	\$ 4,800.00	\$ 559,680.09
Maintenance	\$ 18,000.00	\$ 19,880.00	\$ 3,432.00	\$ 3,432.00	\$ 3,120.00	\$ 565,868.09
Insurance	\$ -	\$ 23,792.29	\$ -	\$ -	\$ -	\$ 641,702.09
Total Operational	\$ 95,000.00	\$ 169,028.09	\$ 16,313.00	\$ 5,192.00	\$ 18,504.00	
Personnel Costs						
ACCHH Executive Director	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations Director	\$ 55,000.00	\$ 49,800.00	\$ -	\$ -	\$ -	
HMIS Data Coordinator	\$ -	\$ -	\$ -	\$ -	\$ -	
Office Manager	\$ 25,000.00	\$ 33,600.00	\$ -	\$ -	\$ -	
Client Advocates	\$ 98,250.00	\$ 79,716.00	\$ 19,656.00	\$ -	\$ -	
Shelter Director/Sr. Client Adv. 1 FTE	\$ -	\$ 15,600.00	\$ 15,600.00	\$ -	\$ -	
Case Manager 1 FTE	\$ -	\$ -	\$ 15,600.00	\$ 15,600.00	\$ -	
Night Attendant 2.1 FTE	\$ -	\$ -	\$ [outside funding]	\$ 45,864.00	\$ 45,864.00	
Security 1.5 FTE	\$ -	\$ -	\$ -	\$ -	\$ -	
Partner Agency Case Mgmt	\$ -	\$ -	\$ -	\$ -	\$ -	
Volunteers	\$ -	\$ -	\$ -	\$ -	\$ -	
TANF/RRH Case Manager .5 FTE	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Salaries	\$ 178,250.00	\$ 178,716.00	\$ 50,856.00	\$ 61,464.00	\$ 45,864.00	
FICA/MC/Ins	\$ 26,737.50	\$ 44,679.00	\$ 12,714.00	\$ 15,366.00	\$ 11,466.00	
Total Personnel	\$ 204,987.50	\$ 223,395.00	\$ 63,570.00	\$ 76,830.00	\$ 57,330.00	
Non GRACE Direct Services						
RRH						
TANF						
Total Direct Services						
Administrative Costs						
2.50% % of office supplies, insurance, audit	\$ 8,000.00	\$ 120.00	\$ -	\$ -	\$ -	
Local Travel	\$ -	\$ 300.00	\$ -	\$ -	\$ -	
Regional Travel	\$ -	\$ 120.00	\$ -	\$ -	\$ -	
Postage	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	
Office Supplies	\$ -	\$ 3,600.00	\$ -	\$ -	\$ -	
Staff Development	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit	\$ -	\$ -	\$ -	\$ -	\$ -	
Non GRACE Grant Admin	\$ -	\$ -	\$ -	\$ -	\$ -	
HMIS License	\$ -	\$ -	\$ -	\$ -	\$ -	
PIT Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	
CoC Planning	\$ -	\$ -	\$ -	\$ -	\$ -	
Accounting Volunteer	\$ -	\$ -	\$ -	\$ -	\$ -	
Misc	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	
Total Administrative	\$ 8,000.00	\$ 11,540.00	\$ -	\$ -	\$ -	
Total	\$ 307,987.50	\$ 403,963.09	\$ 79,883.00	\$ 82,022.00	\$ 75,834.00	

RFP vs Current FY 15 Budget

[EXCLUDING IN-KIND & OUTSIDE FUNDING]

	RFP BUDGET Cash	FY 15 BUDGET [EXCL. PAVILION] Cash
ANNUAL COSTS		
Operational Costs		
Utilities	\$ 25,000.00	\$ 96,000.00
Food	\$ 40,000.00	\$ 15,352.80
CAM	\$ -	\$ 4,524.00
Phones/Internet	\$ -	\$ 10,200.00
Resident & Client Supplies	\$ 12,000.00	\$ 12,160.00
Maintenance	\$ 18,000.00	\$ 23,312.00
Insurance	\$ -	\$ 23,792.29
Total Operational	\$ 95,000.00	\$ 185,341.09
Personnel Costs		
ACCHH Executive Director	\$ -	\$ -
Operations Director	\$ 55,000.00	\$ 49,800.00
HMIS Data Coordinator	\$ -	\$ -
Office Manager	\$ 25,000.00	\$ 33,600.00
Client Advocates	\$ 98,250.00	\$ 99,372.00
Shelter Director/Sr. Client Adv. 1 FTE	\$ -	\$ 31,200.00
Case Manager 1 FTE	\$ -	\$ 15,600.00
Night Attendant 2.1 FTE	\$ -	\$ -
Security 1.5 FTE	\$ -	\$ -
Partner Agency Case Mgmt		
Volunteers	\$ -	\$ -
TANF/RRH Case Manager .5 FTE	\$ -	\$ -
Total Salaries	\$ 178,250.00	\$ 229,572.00
FICA/WC/Ins	\$ 26,737.50	\$ 57,393.00
Total Personnel	\$ 204,987.50	\$ 286,965.00
Non GRACE Direct Services		
RRH		
TANF		
Total Direct Services		
Administrative Costs		
2.50%		
% of office supplies, insurance, audit	\$ 8,000.00	
Local Travel	\$ -	\$ 120.00
Regional Travel	\$ -	\$ 300.00
Postage	\$ -	\$ 120.00
Office Supplies	\$ -	\$ 5,000.00
Staff Development	\$ -	\$ 3,600.00
Audit	\$ -	\$ -
Non GRACE Grant Admin	\$ -	\$ -
HMIS License	\$ -	\$ -
PIT Expenses	\$ -	\$ -
CoC Planning	\$ -	\$ -
Accounting Volunteer	\$ -	\$ -
Misc	\$ -	\$ 2,400.00
Total Administrative	\$ 8,000.00	\$ 11,540.00
Total	\$ 307,987.50	\$ 483,846.09

FY 15 Budget: IN-KIND & OUTSIDE FUNDING

[EXCLUDING PARTNER AGENCIES]

	Projected FY 14-15 Outside Funding	Projected FY 14-15 In-Kind	Source
ANNUAL COSTS			
Operational Costs			
Utilities	\$ -	\$ -	
Food	\$ -	\$ 229,950.00	Donations
CAM	\$ -	\$ -	
Phones/Internet	\$ -	\$ -	
Resident & Client Supplies	\$ -	\$ 18,000.00	Donations
Maintenance	\$ -	\$ -	
Insurance	\$ 2,157.46	\$ -	DCF Grant
Total Operational Costs	\$ 2,157.46	\$ 247,950.00	
Personnel Costs			
ACCHH Executive Director	\$ 61,000.00	\$ -	DCF Grant
Operations Director	\$ -	\$ -	
HMIS Data Coordinator	\$ 37,000.00	\$ -	HUD HMIS Grant
Office Manager	\$ -	\$ -	
Client Advocates	\$ -	\$ -	
Shelter Director/Sr. Client Adv. 1 FTE	\$ -	\$ -	
Case Manager .25 FTE	\$ 8,840.00	\$ -	TANF Grant
Night Attendant 2.1 FTE	\$ -	\$ 43,680.00	Experience Works/Volunteer
Security 1.5 FTE	\$ -	\$ -	
Partner Agency Case Mgmt @\$17/hr	\$ -	\$ 70,720.00	Partner Agencies
Volunteers 2.1 FTE	\$ -	\$ 43,680.00	Volunteers
TANF/RRH Case Manager .5 FTE	\$ 17,680.00	\$ -	TANF/HUD RRH Grants
Total Salaries	\$ 106,840.00	\$ 158,080.00	
FICA/WC/Ins	\$ 40,380.00	\$ -	Various Grants as listed above
Total Personnel	\$ 147,220.00	\$ 158,080.00	
Non GRACE Direct Services			
RRH	\$ 27,065.00	\$ -	HUD RRH Grant
TANF	\$ 11,700.00	\$ -	TANF Grant
Total Direct Services	\$ 38,765.00	\$ -	
Administrative Costs			
2.50%			
% of office supplies, insurance, audit			
Local Travel	\$ 480.00	\$ -	DCF/HUD HMIS Grants
Regional Travel	\$ 900.00	\$ -	DCF/HUD HMIS Grants
Postage	\$ 60.00	\$ -	DCF Grant
Office Supplies	\$ 300.00	\$ -	DCF Grant
Staff Development	\$ 1,560.00	\$ -	DCF/HUD HMIS Grants
Audit	\$ 4,995.00	\$ -	DCF Grant
Non GRACE Grant Admin	\$ -	\$ -	
HMIS License	\$ 18,500.00	\$ -	HUD HMIS Grant
PIT Expenses	\$ 5,800.00	\$ -	DCF Grant
CoC Planning	\$ -	\$ -	
Accounting Volunteer	\$ -	\$ 6,000.00	Volunteer
Misc	\$ 5,000.00	\$ -	
Total Admin Costs	\$ 37,595.00	\$ 6,000.00	
TOTAL OUTSIDE FUNDING:	\$225,737.46		
TOTAL IN-KIND:		\$170,080.00	
TOTAL OUTSIDE FUNDING & IN-KIND:		\$395,817.46	

ACCHH Fundraising Forecast For the Periods Ending December 2015

Fundraising Programs & Projects	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15
CMC/Student Housing "turn" Furniture Sales	500	2,000	2,000								2,000	4,000
Rent Uhaul to Pickup Furniture	(300)											
Storage for Furniture	(83)	(83)	(83)							(600)	(200)	(200)
Sale of Ford RV & trailer		3,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
ACCHH Motor Donor Program												
3/m RE sales on terms for \$6000, \$100/m, 45 day close			2,100	2,400	2,700	3,000	3,300	3,600	3,900	4,200	4,500	4,800
1/m RE sales for 50% appraisal of \$8K, 120 day close					4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Real estate donation solicitation mailers		(500)	(200)	(200)	(200)	(200)	(200)	(200)	(200)	(200)	(200)	(200)
Costs to process 4 properties per month (\$600@)			(2,400)	(2,400)	(2,400)	(2,400)	(2,400)	(2,400)	(2,400)	(2,400)	(2,400)	(2,400)
Thanksgiving lunch by Five-Bar	\$ 2,000.00							\$ 5,000.00				
Friends of Grace Quarterly events	\$ 5,000.00				\$ 5,000.00					\$ 5,000.00		
Spring Gala												
Spring Gala Expenses								\$ 20,000.00				
								\$ (5,000.00)				
Sale of donations solicited in Sun	\$ 200.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Girl Scout yard sales	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
Sun advertising soliciting misc donations	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)
Misc. Cash Donations	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Total	\$ 4,317.00	\$ 13,317.00	\$ 6,817.00	\$ 3,200.00	\$ 12,500.00	\$ 8,800.00	\$ 10,100.00	\$ 30,400.00	\$ 10,700.00	\$ 10,200.00	\$ 18,100.00	\$ 15,400.00
Fundraising Admin Costs												
Part-time employee (\$15/hr X 20hrs/week)	\$ (225.00)	\$ (1,300.00)	\$ (1,300.00)	\$ (1,300.00)	\$ (1,300.00)	\$ (1,300.00)	\$ (1,300.00)	\$ (1,300.00)	\$ (1,300.00)	\$ (1,300.00)	\$ (1,300.00)	\$ (1,300.00)
ACCHH truck gas, insurance & maintenance	\$ (400.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)
ACCHH Facilities cell phone	\$ (42.00)	\$ (42.00)	\$ (42.00)	\$ (42.00)	\$ (42.00)	\$ (42.00)	\$ (42.00)	\$ (42.00)	\$ (42.00)	\$ (42.00)	\$ (42.00)	\$ (42.00)
ACCHH Facilities Misc.	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)
Network for Good	\$ (39.00)	\$ (39.00)	\$ (39.00)	\$ (39.00)	\$ (39.00)	\$ (39.00)	\$ (39.00)	\$ (39.00)	\$ (39.00)	\$ (39.00)	\$ (39.00)	\$ (39.00)
Total Admin Costs	\$ (806.00)	\$ (1,942.00)	\$ (1,942.00)	\$ (1,942.00)	\$ (1,942.00)	\$ (1,942.00)	\$ (1,942.00)	\$ (1,942.00)	\$ (1,942.00)	\$ (1,942.00)	\$ (1,942.00)	\$ (1,942.00)
Grand Total Cash Flows	\$ 3,511.00	\$ 11,375.00	\$ 4,875.00	\$ 1,258.00	\$ 10,558.00	\$ 6,858.00	\$ 8,158.00	\$ 28,458.00	\$ 8,758.00	\$ 8,258.00	\$ 16,158.00	\$ 13,458.00
										Total FY 14-15		\$ 121,683.00

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement" or "License") is made by and between the City of Gainesville, a municipal corporation of the State of Florida (the "City"), and the Alachua County Coalition for the Homeless and Hungry, Inc. a Florida not-for-profit corporation (the "Licensee").

WITNESSETH:

WHEREAS, the Licensee was the proposer selected by the City pursuant to RFP No. HOUS-140016-FB to implement, administer and provide services for homeless persons at the City's One Stop Homeless Center located at the former site of the Gainesville Correctional Institution at 2845 NE 39th Avenue, Gainesville, Florida (the "Facility"); and

WHEREAS, the RFP contemplated the Proposer would enter into an services/operations contract and one or more license agreements with the City, as and when the City is willing and able to make portions of the Facility available; and

WHEREAS, the City finds that the benefits and obligations expressed in the services/operations contract and the use of a portion of the Facility as described in this License Agreement will provide a substantial benefit to the public and serve a public purpose; and

WHEREAS, the City is willing and able to make a portion of the Facility available as described in this Agreement and the Licensee is willing to accept use of the property described herein, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals which comprise a material part of this Agreement, and the mutual covenants, promises, conditions and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of License and Sole Use.** The City hereby grants to the Licensee and the Licensee hereby accepts from the City a license to use the portion of the Facility as identified on the attached Exhibit "A" (the "Premises") for the sole purpose of providing homeless services as identified in the Service Agreement between the Parties (the "Uses"). In addition, the Licensee and its employees, patrons, and invitees may park in the improved parking spaces and may utilize the sidewalks located in the Facility to access the Premises. The City retains the right, at any time, upon Notice to the Licensee, to assign or otherwise restrict the parking available for use by the Licensee, its employees, patrons and invitees.
2. **Condition of Premises; Maintenance and Repair of the Premises.** This License is being granted AS-IS, meaning the Licensee accepts the Premises in its current condition and fully understands that the City is making no obligation to maintain or improve the Premises, beyond that specified in this Agreement, and nothing herein should be deemed or interpreted as such an obligation.

A) Licensee Responsibilities for Maintenance and Repair of the Premises.

Licensee shall be responsible for maintaining the heating, ventilating and air conditioning unit, windows, interior walls, mechanical, electrical, plumbing, fixtures, light fixtures, floor, and floor coverings in the condition as existed on the Effective Date, excepting normal wear and tear. Licensee shall not be responsible for replacement of the heating, ventilating and air conditioning unit, unless caused by Licensee's failure to maintain. Licensee shall also be responsible for all repairs, replacement, and maintenance in connection with damage or loss to the Premises, fixtures, and improvements resulting from acts, omissions or negligence of the Licensee, or the Licensee's employees, agents, licensees, patrons, guests or invitees. In addition, Licensee shall repair all damage caused by the installation or removal of furniture, fixtures, or property permitted under this Lease to be installed or removed from the Premises by Licensee. All such repairs shall be made in a good, workmanlike manner. Licensee shall maintain the Premises in a clean, sanitary and safe condition by providing routine janitorial, pest prevention and trash removal services. The Licensee shall at all times keep the Premises in a safe, clean, orderly and presentable condition. Licensee agrees, if notified by the City that any part of the Premises has been altered or is being maintained in an unsatisfactory condition, to remedy the condition at once at the Licensee's expense. Licensee shall promptly report to the City any damage, necessary repairs or maintenance that are the responsibility of the City as set forth below.

B) City Responsibilities for Maintenance and Repair of the Premises. City shall be responsible for the maintenance and repair of the roof, exterior surfaces of the Premises, structural portions of the Premises, and the replacement, should it become necessary, of the heating, ventilating and air conditioning unit. All repairs not addressed in this Agreement and not caused by the acts, omissions or negligence of the Licensee or its employees, agents, licensees, patrons, guests or invitees, shall be the responsibility of City.

3. **Common Areas.** All areas outside of the exterior of buildings on the Facility and all areas used by Licensee in common with other users of in the Facility (collectively the "Common Areas") shall be maintained by the City. Common Areas include, but are not limited to, all parking areas, walkways, surrounding undeveloped or landscaped land, storm water drainage systems, access ways and any commonly used amenities. Licensee shall pay to City a common area maintenance charge (the "CAM Charge") for the maintenance performed by the City as follows:

A) Within 30 days after the Effective Date and thereafter prior to October 1 of each year during the term of this Agreement, City shall prepare a budget for CAM Charges for the Facility. CAM charges shall include all of City's costs and expenses of operating and maintaining the Common Areas which shall be deemed to include, without limitation, landscaping and grounds maintenance, fencing repair, backflow preventer maintenance, back-up generator maintenance, outdoor lighting, resurfacing, painting, repairs (excluding structural repairs to the Premises), and City's costs for administering the same.

B) Each month the City shall invoice the Licensee for its proportional share of CAM Charges to City based upon the budget, which shall be due and payable by the Licensee within 30 days of receipt of the invoice. Licensee's proportional share shall be determined by multiplying the total of such costs by a fraction, the numerator of which shall be the gross square footage of the Premises and the denominator of which shall be the gross square footage of the Facility as more fully described in the attached Exhibit "B."

C) On or before December 31 of each year during the term of this Agreement, the City shall furnish to Licensee a statement showing in reasonable detail the total amount of actual CAM costs for the preceding year and reconciling such actual costs with the Licensee's monthly payments for the year. If the costs are higher than the monthly payments already made, Licensee shall reimburse City such additional costs in a lump sum with the next regular monthly CAM payment. If the costs are lower than the monthly payments already made, Licensee shall be entitled to a setoff of such costs against the next regular monthly CAM payment (or as many payments as are necessary to absorb the setoff to which Licensee is entitled).

D) In the event the Licensee does not pay the CAM Charge when due, the Licensee shall be in default under this Agreement.

4. Improvements by Licensee. Licensee shall install, at its sole expense, all improvements (that are authorized by the City) necessary and required to conduct the Uses on the Premises, including without limitation any Americans with Disabilities Act or state law accessibility requirements or other federal, state or local requirements. The Licensee shall not make any improvements to the Premises that are not authorized in writing by the City, as the owner of the Premises. Regulatory approvals granted by the City shall not constitute approval by the City as owner of the Premises. The Licensee shall, at its sole expense, obtain all permits and approvals required by the City, and any other applicable regulatory agency, to locate and operate the Uses on the Premises.
5. Construction Liens Prohibited. Licensee shall promptly pay for all labor and materials used in constructing any improvements, alterations or fixtures on the Premises and shall do all things necessary to prevent the filing of any mechanics', materialman, or other type of lien or claim against the City or the Premises by, against, through, or under Licensee or its contractors or subcontractors. Licensee shall notify its contractors that the Licensee's and City's interest shall not be subject to any liens or claims for alterations, improvements or fixtures to the Premises by Licensee. The City's interest shall not be subject to any liens or claims for alterations, improvements or fixtures to the Premises by Licensee. If any such lien or claim is filed, Licensee shall cause the same to be released within 90 days of the filing of the lien. Nothing in this Section is intended to preclude or prevent the Licensee from applying for and receiving funding for the Uses it is providing on the Premises; however, prior approval of the City (which may be granted or denied in the sole discretion of the City) is required for any funding that requires a restriction or lien on the Premises or Facility as a condition of application or acceptance of the funding.

6. No Contractual Zoning; No Contracting of Police Powers. The parties recognize that the City is entering this Agreement in its proprietary capacity, as owner of the Premises, and not in its regulatory capacity, as the governmental entity that is vested with the authority to grant or deny permits and development approvals. The parties agree that nothing contained in this Agreement shall be interpreted or construed as an approval, waiver or contract to approve or waive any development plan, development permit, rezoning, comprehensive plan amendment or any other governmental requirement that the City may have jurisdiction over in its regulatory capacity. Nothing contained in this Agreement shall be interpreted or construed as contracting away the exercise of the regulatory or police powers of the City.
7. Utilities. It is anticipated that the City will install sub-meters for each building within the Premises prior to the time that anyone other than the Licensee occupy or use the Facility. Until such time as the submeters are installed, any electric, water and wastewater utilities paid by the City for the Facility shall be passed on the Licensee as part of the CAM charges. After the sub-meters are installed, Licensee shall pay, as part of the CAM charges, any electric, water and wastewater utilities paid by the City for the Premises. All other services to the Premises, such as cable or internet, shall be arranged for and paid by the Licensee.
8. Term; Entire Agreement. This Agreement will become effective on _____, 2014 (the "Effective Date") and will expire on September 30, 2016, unless sooner terminated or extended. Upon request of the Licensee, the City may, in its sole discretion, extend this Agreement. Notwithstanding the foregoing, this Agreement may be terminated by the City at any time, with cause, upon Notice to the Licensee. The City may terminate the Agreement, without cause, upon 30 days prior Notice to the Licensee. This Agreement, together with the Service Agreement executed by the Parties, constitutes the entire agreement between the City and Licensee with respect to the use of the Premises. This Agreement and the Service 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 the Service Agreement and if this Agreement is terminated, the Service Agreement is also terminated, and vice versa. This Agreement shall be recorded in the Public Records of Alachua County, Florida by the Licensee, at its sole expense, within ten (10) days of execution of same.
9. Rules and Regulations. Any rules and regulations included within or appended to this Agreement at a later date by the City are hereby made a part of this Agreement, and Licensee agrees to comply with and observe the same. Licensee's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Agreement in the manner as if the same were contained herein as covenants.
10. Vacating Premises. Upon vacating the Premises, Licensee must remove its furniture, movable equipment and other personal property not attached to the Premises. Anything not removed on or before the date the Licensee vacates the Premises will become the property of the City. Upon vacating the Premises, Licensee agrees to deliver to City all keys to the Premises and to surrender the Premises immediately and in good order and condition, excepting reasonable wear and tear.



Gainesville Regional Utilities
301 S.E. 4 Avenue www.gru.com
Gainesville FL 32601 352-334-3434

Account: 2000-4954-7668 Page 1 of 2
Bill Date: 06/09/2014

C OF G
2845 NE 39TH AVE
GAINESVILLE FL 32609

PARTNER: 1000013736
707000850627
ROUTE: 040365
NRES

Cash Security Deposit on File is \$0.00

SUMMARY OF SERVICES

UTILITIES (See reverse for details about your utility charges.)

Electric	\$	3,363.64
Gas	\$	41.59
Total Utility Charge	\$	3,405.23

TAXES AND SURCHARGES

Florida Gross Receipts Tax	\$	86.30
City of Gainesville Utility Tax	\$	185.13
Sales Tax	\$	243.99
Total Taxes and Surcharges	\$	515.42

TOTAL CURRENT MONTH CHARGES \$ 3,920.65

ADJUSTMENTS & SERVICE CHARGES

LATE FEE	\$	39.97
TOTAL ADJUSTMENTS & SERVICE CHARGES	\$	39.97

PREVIOUS BILL ACTIVITY

Previous Balance	\$	5,773.56
Payment Amount (Date: 05/07/2014)	\$	-3,108.75
Payment Amount (Date: 06/04/2014)	\$	-2,618.18
BALANCE FORWARD	\$	46.63

ACCOUNT SUMMARY

Current Month Charges:	\$	3,920.65	DUE BY 06/29/2014
Adjustments & Service Charges	\$	39.97	
Balance Forward:	\$	46.63	PAST DUE
TOTAL AMOUNT DUE	\$	4,007.25	

AVERAGE DAILY CONSUMPTION

Service	Meter	This Month	Last Month	Last Year
DEMAND	E013462237	60.00	43.00	13.00
ELECTRIC	E013462237	742.50	424.00	210.91
GAS	G68166	0.06	0.23	0.00
AVERAGE TEMPERATURE (High/Low)		88/62	81/57	85/61
MONTHLY RAINFALL (Inches)		3.30	2.66	6.73

SERVICE AGREEMENT: Use or consumption of services rendered by this City shall constitute an agreement by the consumer with the City to abide by the rules of the City with regard to its utility service, including, but not limited to prevailing ordinances and policies of this City and its departments.
A 1.5% late fee will be charged for new charges not paid by 7 P.M. on your due date. Service disconnection may result from past due balances.

MESSAGES

Visit GRU Storm Central to learn how to prepare for a storm. Information about what to do before, during and after a storm is available at gru.com/stormcentral.

Have a qualified technician test, clean and adjust your air-conditioning equipment to increase efficiency and save money. This typically includes replacing dirty air filters and cleaning intake screens, condenser coils, supply registers and return grilles.

Please tear off this portion and return it with your payment in the enclosed envelope.

CHANGE OF MAILING ADDRESS

Street: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Email: _____

ACCOUNT# 2000-4954-7668

Please write account number on check and make check payable to: GRU

Payment Amount

Or pay online at www.gru.com

Current month charges due by
7pm on 06/29/2014

TOTAL AMOUNT DUE

\$ 4,007.25

001482
GAINESVILLE REGIONAL UTILITIES

001482



AUTO**SCH 5-DIGIT 32601 1482 T7:7 1482 2 AV 0.381
GENERAL SERVICES DEPARTMENT



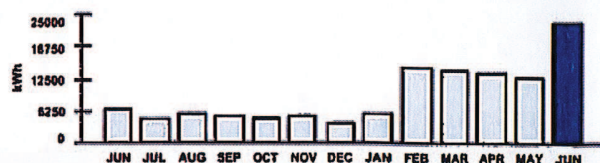
C OF G
405 NW 39TH AVE
GAINESVILLE FL 32609-1738

200049547668 00 000004663 000400725

Electric Service Details

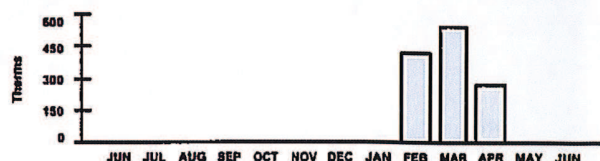
Meter Number	METER READING DATES Previous Present	Meter Read Type	Days of Service	METER READINGS Previous Present	Meter Multiplier	Electric Consumption	Peak Demand	Next Meter Read on or About
E013462237	05/02/2014 06/02/2014	ACTUAL	32	1146 1245	240.0000	23,760 kWh	60 kW	07/01/2014

Description	Usage	Rate	Amount Billed
ELECTRIC CUSTOMER CHARGE		\$ 100.00	\$ 100.00
ENERGY USE	23760	\$ 0.0450	\$ 1,069.20
ELECTRIC DEMAND	60	\$ 9.2500	\$ 555.00
ELECTRIC FUEL ADJUSTMENT	23760	\$ 0.0690	\$ 1,639.44
FLORIDA GROSS RECEIPTS TAX			\$ 86.25
GAINESVILLE ELEC UTIL TAX			\$ 181.05
ELECTRIC STATE SALES TAX			\$ 241.49
- IC 01/11; SMP 5/4/12			
Total for Electric Service Details			\$ 3,872.43

**Gas Service Details**

Meter Number	METER READING DATES Previous Present	Meter Read Type	Days of Service	METER READINGS Previous Present	Meter Multiplier	BTU Factor	Gas Consumption	Next Meter Read on or About
G66166	05/02/2014 06/02/2014	ACTUAL	32	80951 80953	1.00000	1.01800	2 Therms	07/01/2014

Description	Usage	Rate	Amount Billed
NATURAL GAS CUSTOMER CHG		\$ 40.00	\$ 40.00
NATURAL GAS USE	2	\$ 0.3430	\$ 0.69
MANUFACTURED GAS PLANT REC	2	\$ 0.0505	\$ 0.10
PURCHASED GAS ADJUSTMENT	2	\$ 0.4000	\$ 0.80
FLORIDA GROSS RECEIPTS TAX			\$ 0.05
GAINESVILLE GAS UTIL TAX			\$ 4.08
GAS STATE SALES TAX			\$ 2.50
- SMP 5/12			
Total for Gas Service Details			\$ 48.22

**Customer Inquiries**

Customer Service	(352) 334-3434	Nationwide Toll-free Number	1-800-818-3436
Emergencies or Outages	(352) 334-2871	Stormwater Service	(352) 334-5070
		Solid Waste Service	(352) 334-2330

Payment Information

Make checks payable to GRU, return stub and check to: P.O. Box 147051, Gainesville, FL 32614-7051. You may also pay your bill online, by phone at 1-866-269-2881 or at a convenient location in your neighborhood. Visit www.gru.com for details.

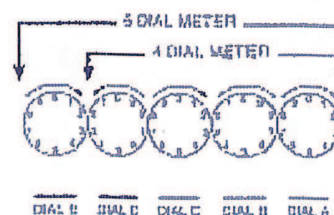
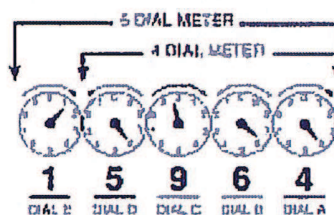
Lobby 8 AM - 5 PM: M, T, Th, F and 9 AM - 5 PM: W

Drive-thru 7:30 AM - 6 PM: M - F

Night depository payments will be posted the next business day if received after 3:30 PM weekdays.

HOW TO READ YOUR METER

Read the dials from right to left (A-E). If the dial hand is between two numbers, use the lower number.



Summary of GRU Power Bills

Prior to Transfer of Facility from Dept. of Corrections:

Aug 2013	887.02
Sept 2013	850.84
Oct 2013	812.31
Nov 2013	891.08
Dec 2013	765.29
Jan 2014	1070.28

After Transfer to City, Prior to ACCHH Occupancy:

Feb 2014	2997.15
Mar 2014	3392.57
Apr 2014	3055.46
May 2014	2618.18

Item #4 – Naming, Membership and Role of Work Groups

Item Description:

To be inclusive of the various stakeholders as well as provide a voice for those living in homelessness, create various workgroups to assist the Oversight Board in fulfilling its vision.

Recommended Action:

Create and establish work groups to assist the Governing Board in meeting its vision:

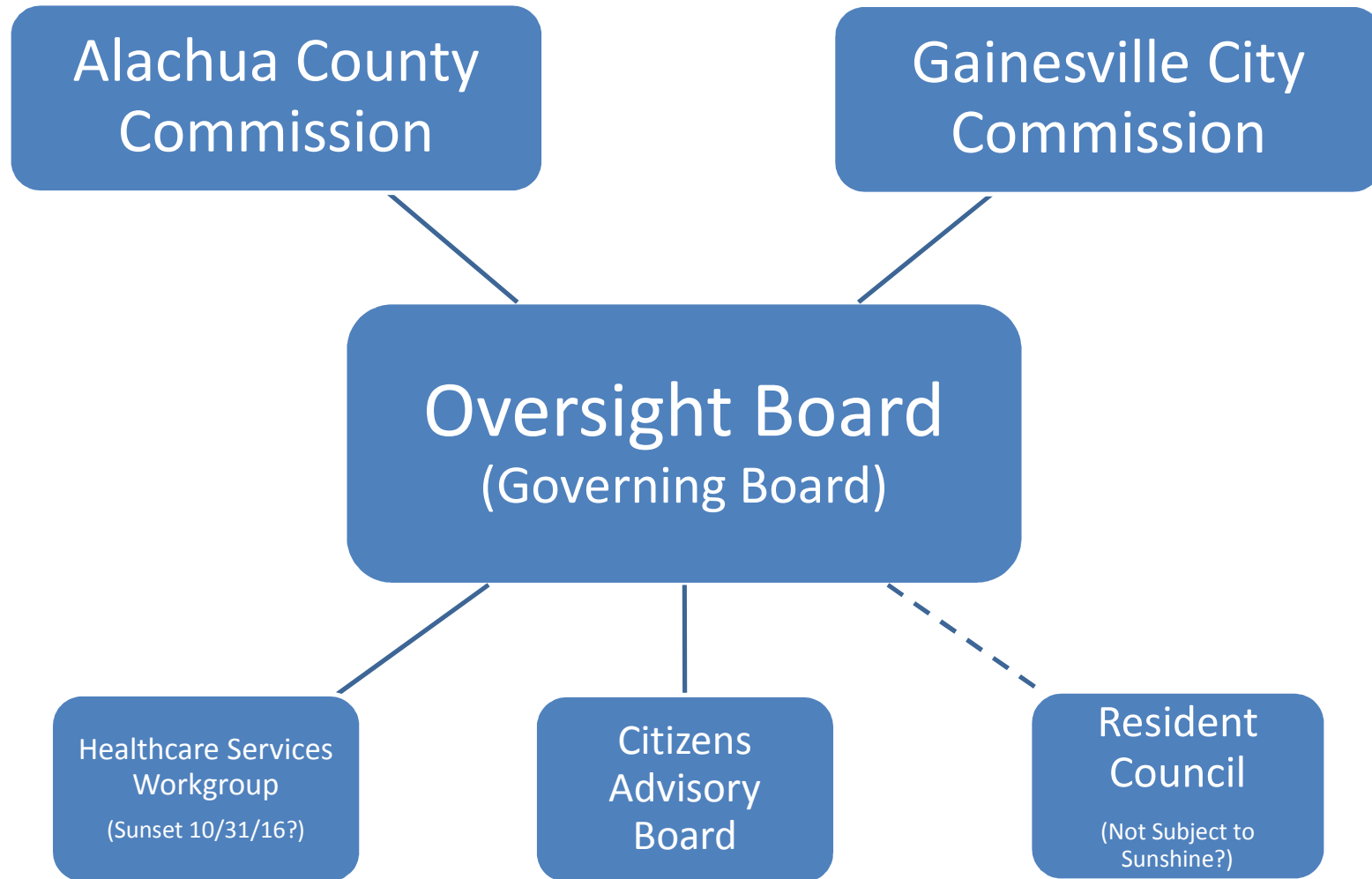
- Empowerment Center Citizens Advisory Board,
- Empowerment Center Resident Council, and
 - Does it Report Directly or is it Self-Governing
 - Question of Purpose and Sunshine Requirements
- Empowerment Center Healthcare Services Work Group

- For Each Group Establish:
 - Name
 - Assign Task or Purpose
 - Organizational Structure
 - Membership Categories and Term
 - Member of the Oversight Board as an Ex-officio

Back-Up Documentation:

- Empowerment Center Oversight Advisory Board Organizational Chart
- Proposed Details for Each Workgroup
- Advisory Board Participation Handbook(s), City of Gainesville and Alachua County

Empowerment Center Oversight Advisory Board Structure



Proposed Name

Empowerment Center Citizens Advisory Board

Purpose/Assignment

Develop and implement a strategic plan to stabilize, revitalize, and sustain people from homelessness.

Membership

1. Staff Representative from Grace Market Place
2. Member of the Resident Council
3. Business Community
4. Faith Based
5. Representative from a Neighboring Property
6. Citizen @ Large
7. Medical/Healthcare
8. Law Enforcement
9. Employment
10. Vocational Rehabilitation
11. Behavioral Healthcare
12. Social Services Provider
13. Education
14. Veterans Administration
15. Housing
16. Legal Services

Ex-officio Member of the Governing Board or Delegate

Structure

- Chairperson
- Vice-Chairperson
- Secretary

Must comply with all provisions contained in the City of Gainesville and the Alachua County, Advisory Board Participation Handbook(s) including but not limited to the Florida Sunshine and Public Records Law.

Some Additional Considerations

How to engage people

Pet Care Van Project —————> Basic Veterinary Training/Certification

Identify Issues and Needs – blankets, cold nights, security, criminal activity, healthcare, etc.

Pooling of resources for utilities, deposits, furniture, etc.

Proposed Name

Empowerment Center Resident Council

Membership (no established term limit)

Must be a resident or receiving services from the Grace Marketplace or Empowerment Center

Purpose/Assignment

Serve as the project “peer group”, to discuss and notify others of key issues regarding living at and receiving services, including but not limited to:

- Resident/client repeatedly not following established rules
- Identifying urgent needs and issues impacting residents
- Respond to referrals and requests from the Oversight Board

Role and Reporting

The Resident Council does not report directly to the Governing Board; however the Governing Board agenda will have standing item for any Resident wishing to address the board?

The Resident Council shall be self-governing?

*Meeting notices, agendas, and minutes of the **Governing Body** shall be posted in a conspicuous place?*

Must comply with all provisions contained in the City of Gainesville and the Alachua County, Advisory Board Participation Handbook(s) including but not limited to the Florida Sunshine and Public Records Law?

Proposed Name

Empowerment Center Healthcare Services Work Group

Purpose/Assignment

Develop and implement a Strategic Plan to stabilize, revitalize, and sustain people from homelessness including development of required physical structures, system of coordination, and shared governance for healthcare services.

Membership

1. Representative from Grace Market Place
2. State of Florida Department of Public Health – Alachua
3. Helping Hands Clinic
4. Alachua County Healthcare Safety Net Collaborative
5. University of Florida Mobile Clinic
6. Alachua County Community Support services
7. City of Gainesville/Alachua County Fire Recue
8. Person Receiving Services
9. City of Gainesville Managers Office
10. Representative of a Behavioral Healthcare Organization
11. Representative of the Residents Council

Ex-officio Member of the Governing Board or Delegate

Structure

- Chairperson
- Vice-Chairperson
- Secretary

Must comply with all provisions contained in the City of Gainesville and the Alachua County, Advisory Board Participation Handbook(s) including but not limited to the Florida Sunshine and Public Records Law.

Some Additional Considerations

Legislative Request for Capital Improvements

Legislative Request for Continuing Appropriation for Coordination of Services



ADVISORY BOARD PARTICIPATION HANDBOOK

Alachua County's Guide to Informed Citizen Participation



Alachua County Board of County Commissioners

P.O. Box 5547, Gainesville, Florida 32627

Tel (352) 264-6900 • Fax (352) 338-7363

1-800-491-4496 (toll free) • Suncom 651-5210 • TDD (352) 491-4430

www.alachuacounty.us/advisoryboards

E-Mail: bocc@alachuacounty.us

Revised 2/22/12



Alachua County Board of County Commissioners

Paula M. DeLaney, Chair
Mike Byerly, Vice Chair
Susan Baird
Lee Pinkoson
Winston J. Bradley

Administration
Richard Drummond
County Manager



Dear Citizen;

Advisory board members are an integral part of the policy development process in Alachua County government. Your role is to research and make recommendations or suggestions to the County Commission on various topics of public concern.

This handbook contains the information you will need to better understand your responsibilities as an advisory board member. It also includes some of the rules which govern all board and commission members, such as parliamentary procedures and Florida's Government-in-the-Sunshine Law.

Alachua County has an exciting future and we want you to be a part of it. Your valuable knowledge and expertise are essential as we prepare for the many challenges ahead.

Again, thank you for serving as an advisory board member. We look forward to working with you.

Sincerely,



Sincerely,

Paula M. DeLaney, Chair
Alachua County Commission

PMD/mvl

Welcome!

Congratulations on your appointment to an Alachua County advisory board! We are pleased that you are willing to devote your time and efforts to improving the quality of life in our community.

How County Government Works

The County of Alachua operates under a Commission/Manager form of government. The Alachua County Commission is comprised of five members. All commissioners are elected at-large, meaning that anyone in the county can vote for any commissioner.

The foundation for our Commission/ Manager form of government is the County's Home Rule Charter. It provides the framework for self-government within the guidelines of Florida law. The Charter was approved by Alachua County voters in a special county-wide referendum; it became effective on January 1, 1987.

The County Commission is the legislative and policy-making body for County government. The County Manager, who is hired by the County Commission, works with its members to assist in formulating policies and programs. The County Manager is the top administrator for some 800+ full-time County employees and is responsible for the ongoing operations of many County services, including growth management, road repair, animal services and environmental issues. The County Commission also appoints the County Attorney, the County government's chief legal advisor.

The Commission Chair serves as the official and ceremonial representative of County government and presides at all meetings and executes ordinances and various other documents. All Commissioners serve four year terms.

The County Commission meets at 9 a.m., usually on the second and fourth Tuesdays of each month in the Jack Durrance Auditorium on the 2nd floor of the County Administration building, 12 S.E. 1st Street, Gainesville, Florida, 32602. If you cannot attend, you can view Commission meetings and workshops on streaming video through the County's website, www.alachuacounty.us.

The 2012 County Commission members are:

Chair: Paula M. DeLaney - District 3
(352) 264-6900
pdelaney@alachuacounty.us

Vice-Chair: Mike Byerly - District 1
(352) 264-6900
mbyerly@alachuacounty.us

Susan F. Baird- District 4
(352) 264-6900
sbaird@alachuacounty.us

Winston J. Bradley – District 5
(352) 264-6900
wbradley@alachuacounty.us

Chair: Lee Pinkoson - District 2
(352) 264-6900
lpinkoson@alachuacounty.us

Alachua County Manager Richard Drummond
(352) 374-5204
rdrummond@alachuacounty.us

How Advisory Boards Work

What is an advisory board?

An advisory board is created by ordinance, resolution or Florida Statute. It is designed to provide advice and recommendations to the County Commission on diverse matters of public concern.

Advisory board members are appointed by the Alachua County Commission. The County Commission also appoints citizens to other types of boards which provide different services for County government, i.e. quasi-judicial boards and authorities.

Quasi-judicial boards, such as the County's Code Enforcement Board, perform functions in a manner similar to courts, but more informally. An example of an authority is the Gainesville/Alachua County Regional Airport Authority, which insures that the Gainesville Regional Airport is managed in the most efficient manner to ultimately benefit its customers.

Requirements for board members

Board members should have:

- The expertise necessary to accomplish the board's objectives.
- A reputation for integrity and community service.
- An interest or experience in the board's area of service.
- Sufficient time available to prepare for and attend meetings.

Financial disclosure

Some board members are required by law to file financial disclosure forms (Section 112.3145, Florida Statutes). If appointed to one of these boards, you must file a Form 1, Statement of Financial Interest, with the Alachua County Supervisor of Elections within 30 days of your appointment.

When you resign or your term is up, you must file a financial disclosure statement within 60 days of leaving. Your board's County liaison can help you obtain these forms or they can be found at this website: www.ethics.state.fl.us.

Boards which require financial disclosure include:

- Code Enforcement Board
- Board of Adjustment
- Local Planning Agency/Planning Commission

How Advisory Boards Work

Electing Officers

Once per year, usually in October, Advisory Board members elect a Chair, Vice-Chair, and any other officers required by their founding legislation or bylaws. Before you accept a nomination, please consider whether your term as an Advisory Board member will expire during the coming year. No one is guaranteed re-appointment. If you are not appointed to a new term your board will have to hold an emergency election at their next meeting.

Setting goals

Advisory boards must submit an annual workplan/report to the County Commission indicating their achievements and progress for the year. Your staff liaison will assist you in preparing these reports, which are due each year by October 1. An annual report encourages boards to develop focused work plans and ensures the County Commission is kept informed of board activities. Advisory boards are encouraged to present their annual workplan/report to the County Commission during one of their twice-monthly regular meetings.

Correspondence & Communication

Any use of County government logos or letterhead must be coordinated with your staff liaison to prevent misrepresentation of board or County policies. Formal correspondence which states the board's position on an issue should always be coordinated with your staff liaison. Be careful when communicating with the media – please be very clear that you are expressing your own opinions and are not speaking on behalf of your board.

Financial responsibilities

A few boards have specific responsibilities which task them with making financial or funding recommendations. Most County boards, however, do not have these management or budget oversight duties. It is the County Manager's role to recommend and direct County budget issues.

The purpose of an advisory board is to give the County Commission an in-depth assessment of an issue related to the board's area of expertise and offer a recommended course of action.

In Summary

Advisory boards are successful when members and County staff understand the board's purpose and work together to achieve it. This provides the foundation for a good relationship built on mutual respect and a clear understanding of each other's responsibilities.

Board members should:

- File a financial disclosure form if applicable.
- Notify staff or the board Chair of any anticipated meeting absences.
- Speak openly and clearly during meetings.
- Listen and respond to members of the public who attend the meetings.
- Vote on all motions (unless you have a conflict of interest - more on that in Meeting Guidelines).
- Note a conflict of interest and follow the appropriate procedures.

County advisory boards are the first step for many important issues that go before the County Commission. The purpose of advisory boards is to advise the County Commission; it is not to make policy.

Your recommendations will always be considered; but, keep in mind the recommendations your board makes may not always be adopted by the County Commission, which frequently must take other factors into consideration before making a policy decision.

Staff members:

- Create the meeting agenda, with help from the board Chair.
- Supply background information on agenda items to board members sufficiently in advance of meetings.
- Attend board meetings in a non-voting capacity.
- Record attendance.
- Take and distribute meeting minutes.
- When requested, staff may make recommendations on agenda items.
- Inform board members of County Commission actions concerning routine recommendations and appeals.
- Provide technical and administrative assistance to the board.
- Provide initial orientation and continuing education for board members.

Board members and staff share these responsibilities:

- Be on time for meetings.
- Know and practice parliamentary procedure.
- Be familiar with the issues: Review background information, the agenda and previous minutes before the meeting.
- Be courteous to each other and to members of the public.
- Be open and responsive to questions and concerns.

Frequently Asked Questions

Q. How often does my board meet?

A. The number of times a board meets depends on its area of service, goals and mission. Please check with your staff liaison regarding meeting times, dates and locations.

Q. What if I miss a meeting?

A. Advisory board members who miss 4 out of 6 regularly scheduled meetings shall be automatically removed from the board. This is because a board cannot meet if it does not have enough members present for a quorum (a quorum is more than 50 percent of the members).

There is no such thing as an excused absence. If you know that you will not be able to attend at least 50% of your board's meetings, it would be best to notify your staff liaison and submit your resignation. Then, when circumstances have changed, you can reapply and your chances of appointment will be much better than if you were removed for an attendance violation.

Q. How long will I serve?

A. Most board member terms are two years. In most cases, members may be removed by the County Commission without cause, meaning no reason must be given.

Q. What if I can't finish my term?

A. Submit a letter of resignation to your County staff liaison and copy the Advisory Board Program Coordinator.

Q. How is an 'Alternate' different from other board members?

A. As alternate, you are subject to the same attendance rules as all other members. You will be welcome to join in the discussion at each meeting, but you cannot make a motion, second a motion, or vote unless one or more voting members are absent.

Q. May I serve another term?

A. We hope this will be a rewarding experience for you and for County government. You will be contacted by County staff near the end of your term and asked if you would like to apply for another term. Members appointed to advisory boards should generally serve a maximum of two terms. The County Commissioners may make exceptions to this general policy on a case-by-case basis.

Q. May I serve on more than one board at the same time?

A. Yes, with some exceptions, you may serve on more than one board. Members of quasi-judicial boards, such as the Code Enforcement Board and the Local Planning Agency/Planning Commission, are considered to be appointed County office holders which may not hold more than one office. Therefore, if you are an appointed or elected County, municipal or state office holder, you cannot serve on one of these boards.

For example, you can't serve on the City of Gainesville Code Enforcement Board and the County Code Enforcement Board. This would constitute dual office holding, which is prohibited by Florida law. Please check with your staff liaison if you need additional clarification.

Q. Who do I call if I have a question about advisory board procedures or need more information on some aspect of County operations?

A. A County representative is present at each advisory board meeting. This person will assist you in getting the information you and your board need. County staff members can be reached through the County switchboard at 374-5204 from 8:30 a.m. to 5 p.m., Monday through Friday, or via County email.

Public records & the Sunshine Law

Public records

Public records are defined as all materials made or received by an agency in connection with official business which are used to perpetuate, communicate or formalize knowledge. This includes advisory boards and you as an advisory board member.

In addition to written documents, public records can be tapes, e-mails, photographs, films, videos and sound recordings. Florida's public records law establishes rules for how long these materials must be retained and when they can be destroyed. Your County staff liaison keeps master copies of board agendas, minutes, etc., and you should turn in to the liaison any public records you receive directly outside of your advisory board meetings.

Government-in-the-Sunshine Law

Florida's Government-in-the-Sunshine Law was enacted in 1967. It establishes a basic right of access to most meetings of boards, commissions and other governing bodies of state and local governmental agencies or authorities. The Sunshine Law requires:

- 1) Meetings of boards or commissions to be open to the public.
- 2) Reasonable notice of meetings.
- 3) Minutes of the meeting must be taken.

The Sunshine Law applies to elected and appointed boards at the state and local level and to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before that board for action. As an advisory board member, you must observe these laws.

Follow the Sunshine Law to the letter. Do not talk with your fellow board members by phone, letter, e-mail, etc., about any matters related to your board.

- All meetings and discussions between two or more elected/appointed officials who serve on the same board/commission require public notice.
- It is a good idea to consider everything you say or do at a board meeting to be public record and let this guide your actions.
- If you receive requests for materials from citizens or members of the news media, you must provide them a copy.
- You and/or County staff cannot manipulate the timing of the release of public records. Staff will do their best to keep you informed before you read it in the newspaper.

For more information

The County Attorney has prepared a video that provides an overview of the Sunshine Law as it specifically relates to advisory boards. To view this video, go to <http://www.alachuacounty.us/AdvisoryBoards> and click on 'Sunshine Law Presentation'.

The Office of the Attorney General maintains a website with Sunshine Law and public records information, including answers to frequently asked questions. The website address is <http://myfloridasunshine.com>.

If you require additional information, please contact a member of the County Manager's staff at 352-374-5204.

Meeting guidelines

To keep your meetings productive and on track, here are some handy tips:

You'll become very familiar with meetings as an advisory board member. And you'll quickly learn to appreciate meetings which run smoothly, as opposed to those which drag on endlessly, yet accomplish little.

- Study any background materials beforehand, but don't make up your mind. Additional information may be presented at the meeting, and you'll want to keep an open mind so you can fairly consider all the facts.
- Before the board can get down to business, it must have a quorum - a majority of members present. A board majority is more than 50 percent of its members.
- The Chair is responsible for moving the meeting along. But members should assist with getting to the heart of an issue so a conclusion can be reached in a reasonable amount of time.
- The board may establish and publicize general guidelines governing the length of presentations and public participation. Fifteen minutes is usually enough time for the main presentation; three minutes is the usual time limit for members of the public.
- After the presentation and public participation, board members may want to ask questions. This time should be limited to board questions only, with discussion for or against an issue held until after a motion has been presented (the motion helps focus the discussion).
- After questions are answered, a voting board member should make a motion. After the motion is seconded, the Chair can open the floor to board discussion, making sure each member keeps comments short and to the point.
- The Chair should try to keep members focused and moving to a conclusion. One way is for the Chair to occasionally summarize what is being discussed. When the Chair thinks the debate has been brought to a close, he/she should "call for the question" or ask members if they are ready to vote. Other board members can also call for the question.

Voting conflicts

Simply put, you can't vote on an issue which may benefit you or benefit the business that employs you ("special private gain" is the official term). Special private gain exists if you or your spouse own something that would be affected by the vote or have an ongoing business relationship with someone whose interests would be affected.

If a voting conflict exists

- Before the issue is discussed, publicly explain the conflict for the record (so the information is entered in the minutes).
- Abstain from voting.
- Within 15 days of the vote, document your conflict in writing (ask the County staff member who attends your meetings for a memorandum of voting conflict). Return the completed form to this person. You cannot participate in the board's discussion of the issue (Florida Statute 112.3143).

Members should contact their staff liaison and the County Attorney's Office (352-374-5218) if they have a voting conflict question.

Parliamentary procedure

Imagine a meeting where everyone talks at the same time. Not much will get done. That's why there is parliamentary procedure.

These common sense rules allow for the orderly flow of ideas and discussion and are widely used to govern meetings. Alachua County Government follows ***The Standard Code of Parliamentary Procedure (Alice Sturgis)***, a guide to parliamentary procedure for more than fifty years. Don't worry if at first the process seems confusing. You'll learn the lingo in a short time and before you know it, the procedures will become second nature.

A key element of parliamentary procedure is the ***motion***. There are seven recognized steps in making a motion, as follows.

1. A member asks to be recognized: "Mr. or Madam Chair."
2. The Chair recognizes the member: "Ms. Smith."
3. The member states the motion: "I move the application be approved."
4. Another member (without waiting to be recognized) seconds the motion: "I second the motion."
5. The Chair repeats the motion and calls for discussion: "It has been moved and seconded that the application be approved. Is there any discussion?"
6. After discussion, the Chair puts the motion to a vote: "If there is nothing new to be added to the discussion, we are ready to vote. All those in favor of the application being approved say 'yes.' Those opposed say 'no.'"
The Chair pauses for the vote.
7. The Chair counts the votes and announces the outcome: "The motion passes/fails by a five to four vote."

Here are other motions which are a part of parliamentary procedure:

Main motion: Only one motion before an assembly at a time; cannot be introduced when any other motion is before the group.

Motion to amend: Changes a motion before it comes up for final vote; takes precedence over the motion to which it applies (you must vote on the amendment before voting on the main motion).

Substitute motion: Amends by substituting another form, changed or additional wording.

Motion to extend or limit debate: Sets time to be spent on matter before assembly, either by limiting time allowed for each speaker or by indicating a time in which to discontinue further discussion (amendments and debate related to type and time of limitations are allowed).

Motion to refer: Refers question to a committee (either standing or ad hoc) or to a person for further study/report.

Motion to postpone to a certain time: Puts off consideration to a definite date.

Motion to table or motion to lay on the table: Temporarily puts aside the motion being considered. Must be taken from the table at that meeting or the next meeting. Not amendable or debatable.

Parliamentary procedure

Motion to reconsider: Action taken to bring a question up again after it has been adopted or rejected (debatable but not amendable).

Motion to rescind: Action taken at a later meeting to repeal the previous action (debatable but not amendable).

Motion to recess: Indicates a recess for a short period of time during a meeting (amendable and debatable, with restrictions).

Motion to adjourn: Ends all discussion at this meeting (amendable and debatable with restrictions).

Question of privilege: Deals with the rights and comforts of a member and the assembly. For example, requests for persons to speak louder or to turn up the air conditioning (does not require a second). The Chair makes a decision on such minor motions or requests such as point of order, parliamentary inquiry, withdrawal of a motion and or second (none of these require a second).

The following motions must be seconded

1. "I move the report be approved with a recommendation that necessary funding be provided to implement the projects in the report." (***main motion***)
2. "I move to amend that funding be provided on projects 2-10 only." (***amendment***)
3. "I offer a substitute motion to accept the report for further study." (***substitute motion***)
4. "I move to refer the report to the finance subcommittee for an in-depth analysis of the availability of necessary monies." (***motion to refer***)
5. "I move further consideration be tabled." (***motion to table***)
6. Later in the same meeting, a member on the prevailing side of any of the foregoing motions: "I move to reconsider our previous actions regarding" (***motion to reconsider***)
7. At a subsequent meeting, a member on the prevailing side of motions 1-5: "I move we rescind our action of (date) regarding..." (***motion to rescind***)

Congratulations!

We hope you found this handbook helpful. Below is the list of advisory board staff liaisons (subject to change), and on the following pages, you will find descriptions of each board. Additional information, as well as a copy of this handbook, is available online at <http://www.alachuacounty.us/AdvisoryBoards>. Thanks for reading!

Advisory Board Name	Staff Liaison	External Contact #	e-mail address
Affordable Housing Advisory Committee	Beth Scrivener/Tom Webster	264-7103	bscrivener@alachuacounty.us
Alachua County Historical Commission	Kathleen Pagan	374-5249	kpagan@alachuacounty.us
Alachua County Housing Authority	Gail Monahan*/Wendy	372-2549	gail@acha-fl.com ; wendy@acha-fl.com
Bicycle Pedestrian Advisory Board	Dekova Batey*	393-8493	bateydt@cityofgainesville.org
Board of Adjustment	Natasha Washington	374-5247	NWashington@AlachuaCounty.US
CHOICES	Sandra Barton	264-6718	SMB@alachuacounty.us
Citizens with Disabilities Advisory Committee	Jackie Chung	374-5275	Jac@alachuacounty.us
Code Enforcement Board	Kathy Bruning	337-6189	KPBruning@AlachuaCounty.US
Community Agency Partnership Program	Lee Roberts	264-6707	ldroberts@AlachuaCounty.US
Criminal Justice, Mental Health & Subst. Abuse Grant Planning Comm.	Tom Tonkavich/Shetiquea Davis	338-7390	SMDavis@alachuacounty.us
Early Learning Coalition (external board w/county appointee)	Gordon Tremaine*	375-4110 ext 137	gretremaine@elcalachua.org
Economic Development Advisory Committee	Leslie McLendon	374-5249	Lmclendon@alachuacounty.us
Environmental Protection Advisory Committee	Gus Olmos/LaShonda Camps	264 6806	gus@alachuacounty.us
Fair Housing/Human Rights Advisory Board	Jill Weinsier/Mary Neiberger	374-5275	Jlw@alachuacounty.us
Florida Works Board	Celia Chapman*	244-5148	CChapman@fmsworks.com
Gvl/Alachua County Art in Public Places	Russ Etling	393-8532	etlingrh@cityofgainesville.org
Gvl/Alachua County Cultural Affairs Board	Linda Demetopoulos*	393-8358	demetropls@cityofgainesville.org
Gvl/Alachua County Regional Airport Authority	Suzanne Schiemann	373-0249 x13	suzanne.schiemann@flygainesville.com

Health Care Board	Candie Nixon/Megan Lang	264-6754/6725	ctnixon@AlachuaCounty.US ; mlang@alachuacounty.us
Health Facilities Authority	Barrie Hamilton*	376-5226	barrieh@bellsouth.net
Housing Finance Authority	Beth Scrivener/Tom Webster	264-7103	bscrivener@alachuacounty.us
Land Conservation Board	Sandra Vardaman	264-6803	SMVardaman@alachuacounty.us
Library Board of Trustees	Terry Rasch	(352) 334-3917	rasch@exchange.acld.lib.fl.us
Local Planning Agency/Planning Commission	Patricia McAlister	374-5249	Pamcallister@AlachuaCounty.US
Original Florida Tourism Task Force (Bryan Thomas @ North FL Reg PI Council is formal contact, Roland Loog is county liaison)	Bryan Thomas*/Roland Loog	374-5231	thomas@ncfrpc.org / rloog@alachuacounty.us
Meridian Behavioral Healthcare Board	Helen Viola	352-374-5600 Ext 8220	helen_viola@MBHCI.org
Poverty Reduction Adv. Bd.	Caroline Schultz	264-6700	JSkelly@alachuacounty.us ; cschultz@alachuacounty.us
Recreation & Open Space Adv. Comm.	Rob Avery/Kim Carter	374-5245 ext 1247, 1210	rma@AlachuaCounty.US
Regional Transit System Advisory Comm.	Nancy Wininger*	334-2609	winingerng@cityofgainesville.org
Rural Concerns Adv. Comm.	Ken Zeichner/Holly Banner	374-5249	ksz@alachuacounty.us
Tourist Development Council	John Pricher	374-5260	JOP@alachuacounty.us
Value Adjustment Board	Deanne Williams	374-3605	dwilliams@alachuacounty.us
Veteran Services Advisory Board	Major Stroupe	264-6700	mstroupe@alachuacounty.us
Victims Services & Rape Crisis Center Adv. Council	Loretta Golden	264-6762	LLG@alachuacounty.us
Wild Spaces & Public Places Citizen Oversight Committee	Ramesh Buch	264-6804	RPBuch@alachuacounty.us

Advisory and other County-appointed boards

Affordable Housing Advisory Committee – Recommends affordable housing incentives targeting regulatory reform, and assists the County with local projects funded by the Community Development Block Grant Program. **Contact: 264-7013**

Bicycle/Pedestrian Advisory Board - Recommends ways to improve bicycle and pedestrian facilities and policies to promote bicycle and pedestrian travel. **Contact: 393-8493**

Board of Adjustment - Reviews zoning regulations and establishes variances: **Contact: 374-5247**

CHOICES Advisory Board - Assists with the implementation and ongoing review of the CHOICES Program, established by the 1/4 cent indigent healthcare surtax. **Contact: 264-6700**

Citizens Disability Advisory Committee – Advises the Equal Opportunity Office Director in the areas of employment and program accessibility. The application process for this advisory committee differs from that of others, please be sure you have the correct application. **Contact: 374-5275**

Codes Enforcement Board - Rules on alleged violations of all County ordinances. **Contact: 374-5243**

Community Agency Partnership Program Advisory Board - Reviews budget requests from community agencies and recommends funding of the requests. **Contact: 264-6700**

Criminal Justice, Mental Health and Substance Abuse Grant Planning Committee – Makes formal recommendations to the County regarding the implementation of the Criminal Justice Mental Health Substance Abuse Reinvestment Grant. **Contact: 338-7390**

Early Learning Coalition – Ensures that at-risk children ages 0-5 are prepared for school, administers the Voluntary Pre-K program in Alachua County. **Contact: 375-4110**

Economic Development Advisory Committee – Works to develop and provide policy recommendations to the County related to the promotion of sustainable economic development. **Contact: 374-5249**

Environmental Protection Advisory Committee - Develops plans for protecting natural resources and reducing threats to the environment. **Contact: 264-6800**

Human Rights Board (formally known as the Fair Housing/Human Rights Board) - Reviews complaints of discrimination. **Contact: 374-5275**

Florida Works Board - Community leaders from the public and private sector who share the goal of developing and sustaining a qualified and effective regional workforce. Alachua County maintains a number of seats on this board. **Contact: 244-5148**

Gainesville/Alachua County Art in Public Places Trust - Helps implement the County's Public Art ordinance and recommends art for public buildings. **Contact: 393-8532**

Gainesville/Alachua County Cultural Affairs Board - Advises the City and County on the promotion of fine arts, literary arts, performing arts and crafts. **Contact: 393-8445**

Gainesville/Alachua County Regional Airport Authority - members are appointed by County, City, and State officials. Insures that Gainesville Regional Airport is managed in the most efficient manner to ultimately benefit its customers. **Contact: 373-0249**

Health Care Board - Identifies health services available for low-income residents and develops recommendations for improving service. **Contact: 264-6700**

Health Facilities Authority - Assists health facilities in acquiring, financing and refinancing projects. **Contact: 376-5226**

Historical Commission – Assists in identifying, preserving and interpreting the County’s history and historical sites. **Contact: 374-5249**

Housing Authority Board - Sets policy for the Housing Authority. **Contact: 372-2549**

Housing Finance Authority - Helps in obtaining financing for housing projects. **Contact: 264-7013**

Land Conservation Board - Selects properties to recommend for acquisition through the Alachua County Forever Program and recommends policies related to the program. **Contact: 264-6803**

Original Florida Tourism Task Force - Promotes development of tourism within 11 counties, including Alachua County. **Contact: 374-5231**

Local Planning Agency/Planning Commission - Reviews and makes recommendations on land development regulations, rezoning requests, comprehensive plan updates and amendments, revisions to land-use regulations and other land-use matters. **Contact: 374-5249**

Poverty Reduction Board - Provides advice to the Commission regarding poverty within the County. **Contact: 264-6700**

Recreation and Open Space Advisory Committee - Establishes an annual work program; engages in an annual review of the Capital Improvement Project list pertaining to recreation projects; assists and advises on future policies and directions. **Contact: 374-5245**

Regional Transit Authority Advisory Committee – Advises the City of Gainesville on all matters relating to public transit development in the City of Gainesville and the County. **Contact: 334-2609**

Rural Concerns Advisory Committee - Provides guidance and advice to the County regarding rural concerns and issues. **Contact: 374-5249**

Tourist Development Council - Makes recommendations to the County regarding uses of tourist development tax revenues and helps promote tourism. **Contact: 374-5260**

Value Adjustment Board – Processes taxpayers’ petitions contesting the value of real estate and personal property as assessed by the Property Appraiser’s Office. **Contact: 374-3605**

Veterans Service Advisory Board - Reviews operation of the Veterans Services Office and provides advice on future policies. **Contact: 264-6740**

Victim Services and Rape Crisis Center Program Advisory Committee - Advises the County on future policies and directions concerning the Victim Services & Rape Crisis Center. Promotes community awareness of the program. **Contact: 264-6760**

Wild Spaces & Public Places Citizen Oversight Committee – Ensures that the proceeds from the ½ percent sales tax are expended only on eligible projects. Sunsets December 31, 2012. **Contact: 264-6804**



Adapted from Volusia County's "Connecting with County Government" handbook by Cindy Finney, Volusia County Manager's Office. Used with permission.

ADVISORY BOARD PARTICIPATION HANDBOOK

*City of Gainesville's Guide to
Informed
Citizen Participation*





City Commissioners

Ed Braddy, Mayor
Randy Wells, Mayor-Pro Tem
Susan Bottcher
Todd Chase
Thomas Hawkins
Yvonne Hinson-Rawls
Lauren Poe

Administration
Russ Blackburn
City Manager

Dear Citizen;

This handbook contains the information you will need to better understand your responsibilities as an advisory board/committee member. It also includes some of the rules which govern all board and committee members, such as parliamentary procedures and Florida's Government-in-the-Sunshine Law.

The City of Gainesville has an exciting future and we want *you* to be a part of it. Your valuable knowledge and expertise are essential as we prepare for the many challenges ahead.

Again, thank you for serving as an advisory board/committee member. We look forward to working with you.

Sincerely yours,

Ed Braddy
Mayor

Welcome!

Congratulations on your appointment to a City of Gainesville advisory board! We are pleased that you are willing to devote your time and efforts to improving the quality of life in our community.

The 2013 City Commission Members are:

Mayor: Ed Braddy

(352) 334-5016

mayor@cityofgainesville.org

Mayor Pro Tem/Commissioner: Randy Wells

District 4

(352) 334-5016

wellsrm@cityofgainesville.org

Yvonne Hinson-Rawls

District 1

(352) 334-5016

rawlsyh@cityofgainesville.org

Todd Chase

District 2

(352) 334-5016

chasetn@cityofgainesville.org

Susan Bottcher

District 3

((352) 334-5016

bottchersw@cityofgainesville.org

Lauren Poe

At-Large

poelb@cityofgainesville.org

(352) 334-5016

Thomas Hawkins

At-Large

(352) 334-5016

hawkinswt@cityofgainesville.org

How Advisory Boards Work

What is an advisory board?

Advisory boards are created by motions, ordinance, resolutions or Florida Statutes.

Advisory board members are normally appointed by the City Commission. The City Commission also appoints citizens to other types of boards which provide different services for City government, i.e. quasi-judicial or administrative boards.

Requirements for board/committee members

Board/Committee members should have:

- The expertise necessary to accomplish the board's objectives.
- A reputation for integrity and community service.
- An interest or experience in the board's area of service.
- Sufficient time available to prepare for and attend meetings.

Financial disclosure

Some board members are required by law to file financial disclosure forms (Section 112.3145, Florida Statutes). If appointed to one of these boards, you must file a Form 1, Statement of Financial Interest, with the Alachua County Supervisor of Elections within 30 days of your appointment.

When you resign or your term is up, you must file a financial disclosure statement within 60 days of leaving. Your board's City liaison can help you obtain these forms or they can be found at this website: www.ethics.state.fl.us .

Boards which require financial disclosure include:

- ***Board of Trustees of the Consolidated Police Officers' and Firefighters' Retirement Plan***
- ***Board of Adjustment***
- ***City Plan Board***
- ***Code Enforcement Board***

How Advisory Boards Work

Electing Officers

Once per year, usually in October, Advisory Board members elect a Chair, Vice-Chair, and any other officers required by their founding legislation or bylaws. Before you accept a nomination, please consider whether your term as an Advisory Board member will expire during the coming year. No one is guaranteed re-appointment. If you are not appointed to a new term your board will have to hold an emergency election at their next meeting.

Correspondence & Communication

Any use of City government logos or letterhead must be coordinated with your staff liaison to prevent misrepresentation of board or City policies. Formal correspondence which states the board's position on an issue should always be coordinated with your staff liaison and approved by the City Commission. Be careful when communicating with the media – please be very clear that you are expressing your own opinions and are not speaking on behalf of your board.

In Summary

Advisory boards are successful when members and City staff understand the board's purpose and work together to achieve it. This provides the foundation for a good relationship built on mutual respect and a clear understanding of each other's responsibilities.

Board members should:

- File a financial disclosure form if applicable.
- Notify staff or the board Chair of any anticipated meeting absences.
- Speak openly and clearly during meetings.
- Listen and respond to members of the public who attend the meetings.
- Vote on all motions (unless you have a conflict of interest - more on that in Meeting Guidelines).
- Note a conflict of interest and follow the appropriate procedures.
- Monitor their attendance requirements.

City advisory boards are the first step for many important issues that go before the City Commission. The purpose of advisory boards is to advise the City Commission; it is not to make policy.

Your recommendations will always be considered; but, keep in mind the recommendations your board makes may not always be adopted by the City Commission, which frequently must take other factors into consideration before making a policy decision.

Staff members:

- Create the meeting agenda, with help from the board Chair.
- Supply background information on agenda items to board members sufficiently in advance of meetings.
- Attend board meetings in a non-voting capacity.
- Record attendance.
- Take and distribute meeting minutes.
- When requested, staff may make recommendations on agenda items.
- Inform board members of City Commission actions concerning routine recommendations and appeals.
- Provide technical and administrative assistance to the board.
- Provide initial orientation and continuing education for board members.
- Monitor attendance of members and notify members whose attendance record is in jeopardy.

Board members and staff share these responsibilities:

- Be on time for meetings.
- Know and practice parliamentary procedure, as utilized by the Committee.
- Be familiar with the issues: Review background information, the agenda and previous minutes before the meeting.
- Be courteous to each other and to members of the public.
- Be open and responsive to questions and concerns.

Frequently Asked Questions

Q. How often does my board meet?

A. The number of times a board meets depends on its area of service, goals and mission. Please check with your staff liaison regarding meeting times, dates and locations.

Q. What is the policy for Excused Absences for Advisory Boards?

A. Board members may be granted two (2) excused absences per calendar year for a medical reason or professional/educational obligation. Board members shall notify the board secretary of an excused absence prior to the meeting, if practicable. **Please contact your staff liaison if you will be absent prior to the meeting.**

Q. What is the policy for Excused Absences for Quasi-Judicial and Administrative Boards?

A. The Board member has failed to attend four or more consecutive meetings or the board member's overall attendance record is less than 66 2/3 percent for the 6 most recent board meetings at which voting occurred. Board members may be granted one excused absence per calendar year for a medical reason or professional/educational obligation. Board members shall notify the board secretary of an excused absence prior to the meeting, if practicable. **Please contact your staff liaison if you will be absent prior to the meeting.**

Q. How long will I serve?

A. Most board member terms are three years with two term limits (except for the Board of Adjustment, City Plan Board, Development Review Board, and Historic Preservation Board).

Q. What if I can't finish my term?

A. Submit a letter of resignation to your City staff liaison and Board Chair.

Q. May I serve another term?

A. We hope this will be a rewarding experience for you and for City government. You will be contacted by your City liaison near the end of your term and asked if you would like to apply for another term. Advisory Boards/Committees generally serve a maximum of two terms. Members appointed to the Board of Adjustment, City Plan Board and Development Review Board do not have term limits, but need to reapply at the end of their term.

Q. May I serve on more than one board at the same time?

A. Yes, with some exceptions, you may serve on more than one board (limited to membership on two advisory boards or one quasi-judicial and one advisory board).

Q. Who do I call if I have a question about advisory board procedures or need more information on some aspect of City operations?

A. A City representative is present at each advisory board meeting. This person will assist you in getting the information you and your board need.

Public Records & the Sunshine Law

Public records

Public records are defined as all materials made or received by an agency in connection with official business which are used to perpetuate, communicate or formalize knowledge. This includes advisory boards and you as an advisory board member.

In addition to written documents, public records can be tapes, e-mails, photographs, films, videos and sound recordings. Florida's public records law establishes rules for how long these materials must be retained and when they can be destroyed. Your City staff liaison keeps master copies of board agendas, minutes, etc.

Sunshine Law and Public Records Law

Florida's Sunshine Law was enacted in 1967. It establishes a basic right of access to most meetings of boards, commissions and other governing bodies of state and local governmental agencies or authorities. The Sunshine Law requires:

- 1) Meetings of public boards or commissions must be open to the public;
- 2) Reasonable notice of such meetings must be given;
- 3) Minutes of the meetings must be taken and promptly recorded.

The Sunshine Law applies to elected and appointed boards at the state and local level and to any gathering of two or more members of the same board to discuss some matter that will foreseeably come before that board for action. As an advisory board member, you must observe these laws. Therefore, do not talk with your fellow board members in person or by phone, letter, e-mail, etc., about any matters related to your board.

Florida's Public Records Law provides a right of access to the records of state and local governments. Public Records include all materials (e.g. e-mails, sound recordings, software, etc.) made or received by a public entity or representative used to perpetuate, communicate, or formalize knowledge in connection with the transaction of official business. Every person who has custody of a public record shall permit the record to be inspected and copied at a reasonable time by any person desiring to do so.

- It is a good idea to consider everything you say or do at a board meeting to be a public record; let this guide your actions.
- If you receive requests from citizens or members of the news media for public records in your custody, you must (with certain limited exceptions) provide access.
- You and/or City staff may not manipulate the timing of the release of public records.

Meeting Guidelines

To keep your meetings productive and on track, here are some handy tips:

You'll become very familiar with meetings as an advisory board member. You'll quickly learn to appreciate meetings which run smoothly, as opposed to those which drag on endlessly, yet accomplish little.

- Study any background materials beforehand, but don't make up your mind. Additional information may be presented at the meeting, and you'll want to keep an open mind so you can fairly consider all the facts.
- Before the board can get down to business, it must have a quorum - in general a majority of members present or as defined by the bylaws.
- The Chair is responsible for moving the meeting along. But members should assist with getting to the heart of an issue so a conclusion can be reached in a reasonable amount of time.
- The board may establish and publicize general guidelines governing the length of presentations and public participation.
- After the presentation and public participation, board members may want to ask questions. This time should be limited to board questions only, with discussion for or against an issue held until after a motion has been presented (the motion helps focus the discussion).
- After questions are answered, a voting board member should make a motion. After the motion is seconded, the Chair can open the floor to board discussion, making sure each member keeps comments short and to the point.
- The Chair should try to keep members focused and moving to a conclusion. One way is for the Chair to occasionally summarize what is being discussed.

Voting conflicts

Simply put, you can't vote on an issue that may result in a special private gain or loss to you or your relative, business associate, or employer/client. An example of a special private gain is where you or your spouse owns something that would be affected by the vote or have an ongoing business relationship with someone whose interests would be affected.

If a voting conflict exists

If the conflict is known prior to the meeting:

- Disclose in writing and file with the staff liaison prior to the meeting (ask the staff liaison for a memorandum of voting conflict form).
- You may participate in the discussion, but...
- Abstain from voting.

If the conflict is unknown prior to the meeting:

- Disclose orally at meeting.
- Within 15 days of the meeting, disclose in writing and file with the staff liaison.
- You may participate in the discussion, but...
- Abstain from voting.

Members should contact their staff liaison and the City Attorney's Office (352-334-5011) if they have a voting conflict question.

Parliamentary Procedure

Imagine a meeting where everyone talks at the same time. Not much will get done. That's why there is parliamentary procedure.

These common sense rules allow for the orderly flow of ideas and discussion and are widely used to govern meetings. Some committees follow Parliamentary Procedure a guide to parliamentary procedure for more than fifty years. Don't worry if at first the process seems confusing. You'll learn the lingo in a short time and before you know it, the procedures will become second nature.

A key element of parliamentary procedure is the ***motion***. There are seven recognized steps in making a motion, as follows.

1. A member asks to be recognized: "Mr. or Madam Chair."
2. The Chair recognizes the member: "Ms. Smith."
3. The member states the motion: "I move the application be approved."
4. Another member (without waiting to be recognized) seconds the motion: "I second the motion."
5. The Chair repeats the motion and calls for discussion: "It has been moved and seconded that the application be approved. Is there any discussion?"
6. After discussion, the Chair puts the motion to a vote: "If there is nothing new to be added to the discussion, we are ready to vote. All those in favor of the application being approved say 'yes.' Those opposed say 'no.'" The Chair pauses for the vote.
7. The Chair counts the votes and announces the outcome: "The motion passes/fails by a five to four vote."

Here are other motions which are a part of parliamentary procedure:

Main motion: Only one motion before an assembly at a time; cannot be introduced when any other motion is before the group.

Motion to amend: Changes a motion before it comes up for final vote; takes precedence over the motion to which it applies (you must vote on the amendment before voting on the main motion).

Substitute motion: Amends by substituting another form, changed or additional wording.

Congratulations!

We hope you found this handbook helpful. Below is the list of advisory board staff liaisons (subject to change), and on the following pages, you will find descriptions of each board. Additional information, as well as a copy of this handbook, is available online at http://www.cityofgainesville.org/GOVERNMENT/ClerkOfTheCommission/CABC_RegularAdvisoryBoardCommission/tabid/639/Default.aspx

Thanks for reading!

2012 Staff Liaisons for Advisory Boards

Advisory Board Name	Staff Liaison	Contact #	e-mail address
Art in Public Place Trust Committee	Russell Etling	393-8445	etlingrh@cityofgainesville.org
Bicycle/Pedestrian Advisory Board	Dekova Batey	393-8493	bateydt@cityofgainesville.org
Board of Adjustment	Lawrence Calderon	393-8690	calderonld@cityofgainesville.org
Board of Trustees of the Consolidated Police Officers' and Firefighters' Retirement Plan	Brian Sergeant	393-8493	sergeantbl@cityofgainesville.org
Citizens' Advisory Committee for Community Development	Deneace Joshua	393-8864	joshuadm@cityofgainesville.org
City Beautification Board	Earline Luhrman	393-8188	luhrmanek@cityofgainesville.org
City Plan Board	Dean Mimms	393-8688	mimmsdl@cityofgainesville.org
Development Review Board	Lawrence Calderon	393-8690	calderonld@cityofgainesville.org
Fire Safety Board of Adjustment	JoAnne Rice	393-8379	riceje@cityofgainesville.org
Gainesville Code Enforcement Board	Karen MacFarlane	393-8818	macfarlakl@cityofgainesville.org
Gainesville Energy Advisory Committee	Jim Gilmartin	393-1493	gilmartinjj@gru.com
Gainesville Enterprise Zone Development Agency	Lynn Janoski	334-2015	janoskil@cityofgainesville.org

Gainesville Housing Authority	Beth Pannell	872-5502	bethp@gnvha.org
Gainesville Human Rights Board	Candasy Tolbert	393-8727	tolbertc@cityofgainesville.org
Gainesville/Alachua County Cultural Affairs Board	Linda Demetropoulos	393-8445	demetropoulosis@cityofgainesville.org
Gainesville/Alachua County Regional Airport Authority	Alan Penksa	373-0249	allan.penksa@flygainesville.com
Historic Preservation Board	Darlene Henrichs	393-8692	henrichsd@cityofgainesville.org
Nature Centers Commission	Linda Demetropoulos	393-8445	demetropoulosis@cityofgainesville.org
Pension Review Committee	Brian Sergeant	393-8493	sergeantbl@cityofgainesville.org
Public Recreation and Parks Board	Shannon Keleher	393-8526	keleherse@cityofgainesville.org
Regional Transit System Advisory Board	Nancy Wininger	393-7852	winingerng@cityofgainesville.org
State Housing Initiatives Partnership Affordable Housing Advisory Committee	John Wachtel	393-8568	wachteljs@cityofgainesville.org
Student Community Relations Advisory Board	Connie Farrell	393-8470	farrellac@cityofgainesville.org
Tree Advisory Board	Mark Siburt	393-8187	siburtmd@cityofgainesville.org
Tree Board of Appeals	Mark Siburt	393-8187	siburtmd@cityofgainesville.org

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ART IN PUBLIC PLACES TRUST Russell Etling (352) 393-8532

Ordinance 960440 (01/13/97) hereby created and established in the City Art In Public Places Trust Committees and Legislative #000829. Each Art In Public Places Trust Committee shall consist of five (5) regular members appointed for a project that qualifies for placement of art as described below. For each committee, whenever possible, two of the five appointed members shall be citizens with appreciation for the visual arts and three of the five appointed members shall be represent one or more of the following classifications: architect or interior designer, professional in the field of art, and art or architectural historian. Three (3) members of each committee shall be appointed by the City Commission and two (2) members appointed by the Board of County Commissioners. The director of the division having jurisdiction over the public building being constructed and the authorized architect for the project shall be designated as Members of the Art In Public Places Trust for that particular project. If there is no architect for the project, the Commission shall appoint an additional member representing one or more of the aforementioned classifications. All trust members shall serve without compensation. Members will serve on the committee until the artwork for the committee's particular project as described in section 5.5-4 has been approved.

BICYCLE/PEDESTRIAN ADVISORY BOARD – Dekova Batey (352) 393-8493

(13 members; 4-members appointed by the City; 4-members appointed by the County; and 4-members appointed by the MTPO; 1 Student Seat appointed by the City Commission) 3-year terms) **CITY RESIDENCY REQUIRED FOR CITY APPOINTEES** The Board shall study and make recommendations to the City Commission, the County Commission, and the MTPO on all matters concerning planning, implementation, and maintenance of policies, programs, and facilities for the safe and efficient integration of bicycle transportation into the urban area transportation system. This shall include, but not be limited to, the design of highway bicycle facilities, bicycle paths, bicycle parking, and the enforcement of traffic and bicycle safety regulations. The board will make recommendations to the City Commission and the Organization regarding budgetary matters in connection with its duties.

BOARD OF ADJUSTMENT – Lawrence Calderon (352) 393-8680

(5-members; 3-year terms) **CITY RESIDENCY REQUIRED. Quasi-Judicial Board.** Created by Ordinance No. 1997 (December 16, 1984).and Ordinance No. 3777). The Board shall have the powers and duties under the zoning and building chapter Provisions, of the City: 1) Administrative Review; 2) Special Exceptions; 3) Variances; 4) Decisions; and 5) Additional duties as may, by ordinance, be delegated to it and which shall pertain to the above assigned powers.

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BOARD OF TRUSTEES OF THE CONSOLIDATED POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT PLAN – Brian Sergeant (352) 393-8772

CITY RESIDENCY REQUIRED for the Two (2) Members appointed by the City Commission. The Board of Trustees oversees and administers the pensions of the Police Officers and Firefighters for the City of Gainesville. The Board composed of five (5) members; two (2) year terms): two (2) members appointed by the City Commission; one (1) Police Officer and one (1) Firefighter elected by eligible members of the Police Officers' and Firefighters' Retirement Plan; and a (1) fifth member chosen by a majority of the previous four members and such person shall be appointed by the legislative body of the municipality. (Reference F.S. Chapters 175 and 185 and Ordinances 3342 (06/01/87) and 3439 (06/20/88).

CITIZENS' ADVISORY COMMITTEE FOR COMMUNITY DEVELOPMENT – Deneace Joshua (352) 393-8864

Fifteen (15) members, three (3) year terms. Created by Resolution #R-74-144 (11/18/74), Reference Ordinance Numbers 1011, 1912, 2554. City Residency NOT Required. The Citizens' Advisory Committee for Community Development (CACCD) makes recommendations to the City Commission and City Manager relating to the U.S. Department of Housing and Urban Development (HUD) Community Development Program and HOME Investment Partnership Program and shall lend support to, and seek support from, desirable programs and projects.

CITY BEAUTIFICATION BOARD – Earline Luhrman (352) 393-8188

15 Members; 3-year terms. City residency NOT required. The City Beautification Board was created by Ordinance No. 1011 (10/10/60); amended by Ordinance No. 1912 (08/20/73), Ordinance No. 2554 (10/03/77), Ordinance No. 3195 (02/17/86), and Ordinance No. 3222 (06/02/86) and 950289 (7/24/95).

The City Beautification Board studies, investigates, develops, assists, advises, and recommends to the City Commission any and all matters pertaining to beautification, sanitation, environment and citizens' participation relating to same. In carrying out its function and duties, the board shall advise and recommend plans to organizations and groups in the City and promote public interest in the general improvement of the appearance of the City.

CITY PLAN BOARD – Dean Mimms (352) 393-8688

(7-members; 3-year terms) (Ordinance Nos. 874, 1158, 1998, and 3777) **(60 Day Probationary Period) CITY Residency REQUIRED. Quasi-Judicial Board.** The City Plan Board (CPB) gathers information and makes recommendations to the City Commission on a comprehensive plan of the City showing all major projected changes; the needs of the City with regard to recreation, parks and boulevards, the extension and opening of streets and avenues or other public ways or places and all other city plans and improvements; and changes and improvements in building and fire limit ordinances.

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DEVELOPMENT REVIEW BOARD – Lawrence Calderon (352) 393-8680

(7-members; 3-year terms) (Initial terms: two (2) one-year terms to expire November 1, 1991; three (3) two-year terms to expire November 1, 1992; and two (2) three-year terms to expire November 1, 1993). (60 Day Probationary Period). **CITY RESIDENCY REQUIRED. Quasi-Judicial Board.** Created by Ordinance No. 3679 (November 19, 1990) and Ordinance No. 3777 (June 10, 1992). The Development Review Board is a citizen board to review and approve or deny development plans submitted for its review pursuant to the provisions of Chapter 30 of the Gainesville Code of Ordinances; and shall be composed whenever possible of at least one from each of the following: 1) An architect or landscape architect; 2) A Civil Engineer; 3) A person engaged in real estate sales or development; 4) A professional with experience in natural or environmental sciences.

FIRE SAFETY BOARD OF ADJUSTMENT – JoAnne Rice (352) 334-5065

(5-members; 3-year terms) (appointed by City Commission) (Ordinance No. 3388). **Quasi-Judicial Board.** The Fire Safety Board of Adjustment serves as an Appeals Board and to the greatest extent possible are qualified by training and experience in building construction and fire safety standards, and hereby authorized to hear appeals and to vary the application of any provision of the City of Gainesville Code when the City Code and the Building Code are in conflict.

GAINESVILLE CODE ENFORCEMENT BOARD – Karen McFarlane (352) 393-8818

Seven (7) members; three (3) year terms. Reference Ordinances 2667 and 2753. **CITY RESIDENCY REQUIRED. Quasi-Judicial Board.** The Gainesville Code Enforcement Board shall have jurisdiction to hear and decide cases in which violations are alleged of any provisions of the Gainesville City codes and ordinances relating to buildings, electrical code, fire protection, housing code, licenses, plumbing, signs and street graphics, ventilation, heating, air conditioning, refrigeration, and zoning. Membership shall be composed, whenever possible, of persons experienced in the following professions: 1) architect; 2) business person; 3) engineer; 4) general contractor; 5) subcontractor; 6) realtor. Members will be registered, licensed, and/or certified in their profession as designated by Ordinances 2667 and 2753.

GAINESVILLE ENERGY ADVISORY COMMITTEE – Jim Gilmartin (352) 393-1493

(9-members; 3-year terms) City Residency NOT Required. The Gainesville Energy Advisory Committee (GEAC) advises the City Commission on energy policy matters and reviews the continuing work of the Energy Management and Consumers Affairs Department. The committee will be involved with the other community organizations in developing an Energy Action Plan for the City of Gainesville and making recommendations to the City Commission for implementation. Refer Ordinance No. 2815 (01/24/83); GEAC formed under RUB with a different name on April 5, 1978; name changed on January 7, 1980 and June 14, 1982.

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ADVISORY BOARDS/COMMITTEES

GAINESVILLE ENTERPRISE ZONE DEVELOPMENT AGENCY – Lynn Janoski (352) 334-2015

Nine (9) members; four (4) year terms. Created by Ordinance No. 4073 (04/24/95) to carry out the economic development and redevelopment purposes of Chapter 290, Florida Statutes. Pursuant to s. 290.0056 composition must be 8-13 members; commissioners must be appointed by Ordinance. At least one representative from each of the following must be appointed to the Board of Commissioners: 1) chamber of commerce; 2) local finance or insurance entity; 3) business operating within the nominated area; 4) resident residing within the nominated area; 5) non-profit community based organization operating within the nominated area; 6) the local private industry council; 7) local code enforcement agency; and 8) the local law enforcement agency.

GAINESVILLE HOUSING AUTHORITY – Beth Pannell (352) 872-5502 (5 members; 4-year terms; membership includes one (1) tenant-commissioner) (Created by Resolution, August 1, 1966 - Page 572, Minute Book 73). Amended by Resolutions R- 84-70 (09-17-84) and R-88-27 (08-01-88) City Residency NOT Required. The Gainesville Housing Authority (GHA) establishes policy of the Authority and is responsible for the planning, financing, construction, leasing, managing and maintaining of low rent public housing, subject to applicable laws and contractual relations with U.S. Department of Housing and Urban Development and the City Commission. GHA created by Resolution, August 1966. Note: Members of the GHA are referred to as Commissioners.

GAINESVILLE HUMAN RIGHTS BOARD – Candasy Tolbert (352) 393-8727 (Seven (7) members; 3-year terms). **CITY RESIDENCY REQUIRED**. Membership should be representative of the city's population. Created by Ordinance 980524 (12/14/98) amending Chapter 8 of the Code of Ordinances. The Gainesville Human Rights Board serves as a **Quasi-Judicial board** authorized to: 1) adopt rules and procedures necessary to conduct the business of the board; 2) subpoena and compel the production of evidence necessary for investigation of complaints filed for any alleged discrimination based upon sexual orientation, race, color, gender, age, religion, national origin, marital status, disability, or gender identity as it relates to housing, employment, public accommodation, and fair credit; and, 3) provide for informational, educational, and civil actions, penalties, and other remedies to carry out the purposes of this chapter.

GAINESVILLE/ALACHUA COUNTY CULTURAL AFFAIRS BOARD – Linda Demetropoulos
(352) 393-8445

(15-members; 3-year terms) (Ten (10) members appointed by the City Commission; five (5) members appointed by the County Commission). **City Residency NOT Required. NO MEMBER MAY BE ON THE STAFF OF AN ARTS ORGANIZATION.** Reference Ordinances 2397, 3154, 3486 and 3913.

Add one Student Adjunct Member [Ordinance No. 3427 (03/28/88)]; and changing name of board and method of appointment of five members [Ordinance No. 3586 (11/14/88)]; and consolidation of Art in Public

Places Trust (Ordinance No. 3913; 10/18/93); and the separation of the Art in Public Places Trust (Ordinance No. 960440; adopted 01/13/97). The Gainesville/Alachua County Cultural Affairs Board (GACCAB) advises the Director of the Department of Cultural Affairs in the promotion of fine arts, literary arts, performing arts and crafts, develops local art resources and assists the Director of the Department of

Cultural Affairs in the planning and implementation of community arts involvement in and around the City of Gainesville. CULTURAL AFFAIRS BOARD SUBCOMMITTEES: 1) Arts Education; 2) Budget and Grants; 3) Planning; 4) Outreach; 5) Cultural and Economic Development

GAINESVILLE/ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY – Alan Penksa (or Suzanne) (352) 373-0249

(Nine (9) members; 3-year terms) (Created by HB 1419 of the 1986 Florida Legislature) The purpose of the Authority is to manage and operate the airport and airport facilities, hereby creating a dependent special district to be known as the Gainesville/Alachua County Regional Airport Authority.

HISTORIC PRESERVATION BOARD– D. Henrichs (352) 393-8692

Nine (9) members; three (3) year terms. **Two Consecutive Term Limit** [Reference Ordinance No. 2842 (03/28/83); Ordinance No. 3541 (Name Change) (06/12/89)]. **CITY RESIDENCY REQUIRED.**

Quasi-Judicial Board. All members of the board shall be residents of the City. One (1) member shall be a registered architect. The City Commission shall, when possible, appoint a representative from each of the following areas of expertise: 1) History; 2) Real Estate and/or Real Property Appraisal and/or Finance; 3) Urban Planning and/or Law; 4) Engineering and/or Building Construction; and 5) Landscape Architecture. The responsibility of the Historic Preservation Board (HPB) shall be to: 1) update the official inventory of cultural resources and submit recommendations and documentation to the City Commission; 2) develop programs to stimulate public interest in urban neighborhood conservation policies and goals; 3) advise property owners concerning funding and grant sources which might be available for the identification, protection, enhancement, perpetuation, and use of historic, architectural, archeological, and cultural resources; 4) cooperate with city, county, regional, state and federal government agencies in planning proposed and future projects to reflect the concerns and policies expressed in this article, and assist in the development of proposed and future land use plans; 5) advise property owners and local governmental agencies concerning the proper protection, maintenance, enhancement and preservation of cultural resources; 6) advise the City Commission concerning the effects of local governmental actions on cultural resources; 7) review and recommend sites, buildings, structures, objects, areas and districts, both public and private, for listing on the local register for historic places; and otherwise further the objectives and purposes defined in section 12-2 of the Gainesville Code of Ordinances.

NATURE CENTERS COMMISSION – Stephanie Nagid - (352) 393-8425

(12-members; 3-year terms) City Residency NOT Required. The Nature Centers Commission (NCC) assists the City Commission through recommendations and advice given in respect to developing programs, ordinances, use regulations and resource management policies as required to protect the natural system and other values to the Nature Centers of the City of Gainesville. The NCC was

created by Ordinance 2062 (07/21/75); amended by Ordinances 2592 (04/27/81) and 3088 (12/17/84).

PENSION REVIEW COMMITTEE – Brian Sergeant (352) 393-8772

Five (5) members; five (5) year terms. City Residency NOT Required. **SUCCESSFUL INVESTMENT AND ADVISORY EXPERIENCE REQUIRED.** Created by Ordinance No. 31409; Reference Resolutions R-8338 (07/11/83); R-83-65 (10/03/83) and R-84-39 (06/04/84); and Amending Section 2(b) entitled "Appointment and Membership" by creating staggered five-year terms, eliminating ex-officio non-voting members, and clarifying that the Plan Administrator or designee acts as Secretary to the Committee (Resolution 001219 (05/14/01)). The Committee shall assist the City Commission in carrying out its fiduciary responsibility as Board of Trustees of the City's pension funds by acting as an Advisory Committee on investment matters and Board referrals. The Committee shall also review investment policies and Investment Manager Performance.

PUBLIC RECREATION AND PARKS BOARD – Shannon Keleher (352) 393-8526

Nine (9) members appointed by the Gainesville City Commission; three (3) year terms; two (2) ex-officio members - one (1) School Board appointment, one (1) Alachua County Appointment and one (1) Student Adjunct Member. City Residency NOT Required. The Public Recreation Board (PRB) advises the City Commission and offers recommendations as to the needs of the City on all matters pertaining to recreation within the City. Reference: Code of 1949 amended with Ordinance 1650 (01/05/70) and Ordinance 2592 (04/27/81). Name changed from Public Recreation Board 01/23/06, #050420.

REGIONAL TRANSIT SYSTEM ADVISORY BOARD – Nancy Wininger (352) 393-7852

(Nine (9) Members; 3-Year Terms. Board recreated with the adoption of Ordinance #960051 (March 10, 1997). The duties of the Regional Transit System Advisory Board shall be to advise the City Commission on all matters relating to public transit development in the City of Gainesville and Alachua County including 1) to develop and analyze policies concerning the operation of the regional transit system; 2) to develop approaches for financing the regional transit system on a long-term basis; 3) to review rider-ship, routes, rates and other related matters; 4) to consider questions referred to it by the City Commission. All recommendations must include City Manager or designee comments. And, to review all matters relating to the Regional Transit System that must be approved by the City Commission. The issues will then be sent to the City Commission with the recommendations of both the board and City Manager or designee. Membership shall be composed of: Six (6) CITY RESIDENTS appointed by the City Commission and three (3) Residents of Alachua County appointed by the County Commission from among the following individual groups: (1) Regular user of the transit system; (2) Senior Citizen; (3) Person with a disability; (4) University of Florida student; (5) Chamber of Commerce Representative; (6) Major employer in the local area; (7) Environmental community; (8) Neighborhood/homeowners associations; (9) Student oriented housing developments; (10) Santa Fe College student; (11) Metropolitan Transportation Planning Organization Citizen Advisory Committee.

STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM AFFORDABLE HOUSING ADVISORY COMMITTEE – John Wachtel (352) 393-8568

Eleven (11) members, three consecutive (2) year terms. Created by Ordinance #070872 (04/14/2008). City Residency IS Required. The State Housing Initiatives Partnership Affordable Housing Advisory Committee (SHIP AHAC) makes recommendations to the City Commission and City Manger relating to the SHIP Program; makes recommendations for strategies to reduce regulatory barriers to developing affordable housing in the community; and shall lend support to, and seek support from, desirable programs and projects. The advisory committee may perform other

duties at the request of the City including making recommendations to the City Commission and City Manager for other City funded programs.

STUDENT COMMUNITY RELATIONS ADVISORY BOARD – Connie Farrell (352) 393-8470

(7-members; three (3) Students attending a postsecondary educational institution; (3) non-student (defined as a person who is not a student as defined previously); and one (1) administrator member. The three (3) Student and three (3) non-Student members must be CITY RESIDENTS. The City Commission may appoint two (2) additional administrators from postsecondary educational institutions to be non-voting members of the board. Student Members shall be appointed for a term of one (1) year. Administrator and non-student members shall be appointed for a term of two (2) years. Members may be reappointed for consecutive terms, but nonmember shall serve more than four successive years. The goal of the Student Community Relations Advisory Board is to strive for a more cohesive non-student and student community; to act as a vehicle for students and non-students to voice their concerns and opinions; to review, discuss and forward recommendations as appropriate, on issues, concerns and initiatives relevant to students and non-students; to assess and address needs of non-students as they pertain to student issues; to be a knowledgeable liaison between the City Commission and the students and nonstudents of Gainesville; to encourage involvement by non-students and students in planning and implementation of improvements; and to ensure that student issues are addressed by providing a link between the students, non-students, and the City Commission.

TREE ADVISORY BOARD – Mark Siburt (352) 393-8187

(5-members; three (3) year terms; 4 members should have knowledge of urban forestry. Terms shall expire on January 1st of the year the terms expire. Appointments shall be made for three (3) year terms or for unexpired terms.) Reference Ordinance No. 3592, January 22, 1990. The Board shall act as the technical information collector; clarify tree regulations; act on referrals; guide the creation of a Master Tree Plan; assist in the development of the goals and objectives for the City's Comprehensive Plan with respect to trees; advise all departments of the City on tree issues; communicate general tree information; and develop tree projects; serve on the Tree Board of Appeals.

TREE BOARD OF APPEALS – Mark Siburt (352) 393-8187

(3-members nominated by the Big Tree Committee and appointed by the City Commission; 3-year terms) City Residency NOT Required. **Quasi-Judicial Board**. The Tree Board of Appeals has been established to hear appeal regarding dangerous or dead trees designated for removal (including those recommended for removal (including those recommended for removal by the City Arborist). Established by Ordinance No.3529 (04/10/89).

For Assistance call (352) 393-8665