

Legislative #
200604

**AMENDED AND RESTATED INTERLOCAL AGREEMENT CREATING THE
JOINT FOOD SYSTEM POLICY BOARD**

This Amended and Restated Interlocal Agreement Creating the Joint Food System Policy Board (the "Agreement") is entered into by and between **Alachua County**, a charter county and political subdivision of Florida, by and through its Board of County Commissioners (the "County"), and the **City of Gainesville**, a municipal corporation, by and through its City Commission (the "City"). The City and County are collectively referred to as the "Parties" and individually referred to as each "Party."

WITNESSETH

WHEREAS, the County and the City are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and

WHEREAS, the complexity of addressing and creating comprehensive solutions to food system issues, which includes improving access to a variety of food options in underserved areas, supporting local agriculture, and availability of food to individuals, requires a collaborative effort between the City and the County; and

WHEREAS, the Board of County Commissioners recognizes the critical importance of coordinating a response to this issue with the City of Gainesville, the county's largest urban center and county seat; and

WHEREAS, the City and County agree that addressing food system issues in both the City and the County serves valid public health, safety and welfare purposes, including enhancing economic resilience of the populace and environmental sustainability; and

WHEREAS, the City and County each desire to address how to increase the availability of food in underserved areas in the City and County through joint efforts, including through the creation of a Joint Food System Policy Board, as further described in this Agreement.

WHEREAS, the parties entered into an Interlocal Agreement Creating the Food System Policy Board, with an effective date of June 1, 2021;

WHEREAS, the Joint Food System Policy Board desires to amend the Interlocal Agreement Creating the Food System Policy Board to appoint additional board members who represent additional stakeholders in the community in order to achieve the goals of the board;

WHEREAS, in the interest of clarity, this amendment re-states the Interlocal Agreement Creating the Joint Food System Board in full and includes the additional board members;

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

1. **Term of Agreement; Recording.** This Agreement became effective on **June 1, 2021** (the "Effective Date") for a term of eighteen months, which will end on November 30th, 2022; unless earlier terminated or extended as provided herein. Pursuant to Section 163.01(11), Florida Statutes, the County shall record a fully executed copy of this Agreement in the Official Records of Alachua County, Florida.

2. **Joint Food System Policy Board.** The City and County desire to create a joint advisory board that will provide guidance to the County, the City, and other municipalities located within Alachua County regarding effective ways to address food system issues in Alachua County. The Joint Food System Policy Board (Board) will assist and advise the County and the City on innovative approaches, policies, and target goals within Alachua County for purposes of developing food systems and ensuring food sovereignty of individuals. The 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; setting policy; encumbering, authorizing use of, or otherwise committing City or County funding will require action by the City Commission, County Commission, or both, as appropriate to the decision.
 - a. **Creation and Composition**

The Parties hereby establish a Joint Food System Policy Board that consists of nine members, as follows:

 - (1) Two members of the City Commission, appointed by the City Commission; and
 - (2) Two members of the Board of County Commissioners, appointed by the Board of County Commissioners; and
 - (3) One member who is a representative of the University of Florida's Institute for Food and Agricultural Sciences (UF/IFAS), appointed by the Joint Food System Policy Board; and
 - (4) One member who is a representative of the rural, agricultural areas of Alachua County, appointed by the Joint Food System Policy Board.
 - (5) One member who is a representative of Florida Agricultural and Mechanical University (FAMU), appointed by the Joint Food System Policy Board; and
 - (6) One member who is a representative of Santa Fe College, appointed by the Joint Food System Policy Board; and
 - (7) One member who is a resident of an urban area impacted by food insecurity, appointed by the Joint Food System Policy Board.
 - b. The Board shall investigate, at a minimum, the following methods to improve food accessibility:

- (1) The development and opening of Community Groceries in schools, low income and/or public housing and multipurpose centers.
- (2) Development of a Foodshed map, an interactive map of the local food system that includes but is not limited to food insecurity support, food retail, markets and produce stands, processing and distribution, community gardens and farms/agriculture.
- (3) Promote and enlist fellow public and private institutions to develop a Good Food Purchasing Program.
- (4) Create a Healthy Corner Store Initiative including incentives and requirements for food businesses to provide fresh produce, staple food items and nutritious shelf table food items and to expand locally farmed food in areas classified as food deserts in urban and rural areas.

c. Term.

All members of the Board shall serve for the term of the Board unless the term of the Board is extended at which time the term of the members will be addressed.

d. Vacancy. In the event a member is unable to continue to serve, the vacancy will be filled by new appointment. The new appointee must meet the qualifications of the vacant seat. A member may be removed by majority vote of the Commission or Board that appointed that member.

e. Compliance with Law. The Board and its members shall be subject to the provisions of Florida's Government in the Sunshine Law (Chapter 286, Florida Statutes), Florida's Code of Ethics for Public Officers and Employees (Part III, Chapter 112, Florida Statutes) and Florida Public Records Law (Chapter 119, Florida Statutes), all as may be amended.

f. Resources. The County and City shall provide administrative support to the Board, including, without limitation, serving as clerk, publishing a notice of meetings, preparing an agenda and recording and keeping official minutes of each meeting. The County shall provide administrative support during years in which a County commissioner is acting as chairperson of the Board while the City shall provide administrative support during years in which a City commissioner acts as chairperson.

In addition, the Board may request information and assistance from City staff and County staff, as necessary.

The Board may create such other advisory councils or advisory committees, as it deems necessary or appropriate, to provide assistance or input.

g. Joint Food System Policy Board Meetings and Procedure

- (1) The Joint Board shall elect a chairperson and vice-chairperson, with the Chair alternating annually between a commissioner appointed by the City

and a commissioner appointed by the County. The vice-chairperson shall alternate annually to whichever Party's members are not eligible to serve as chairperson for that year.

- (2) The Board shall hold public meetings at least quarterly. The Board may hold more frequent meetings as needed and at such times and places as it may designate in accordance with Florida's Government in the Sunshine Law.
- (3) A quorum shall consist of a majority of the members of the Board; however, a smaller number may adjourn a meeting. Official action may be taken by vote of a majority of the quorum present.

3. **Notice.** Except as otherwise provided in this Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the City and County representatives are:

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

City: City of Gainesville Manager
200 East University Avenue
Gainesville, FL 32627

A copy of any notice, Request or approval to the County must also be sent to:

Office of Management and Budget
Attn: Contracts
12 SE 1st Street
Gainesville, FL 32601

4. **Default and Termination.** Either Party may terminate this Agreement (through action of its respective Commission) with or without cause by first providing at least 30 calendar days' written notice to the other, prior to the termination date. The County Manager is authorized to provide written notice of default on behalf of the County. The City Manager is authorized to provide written notice of default on behalf of the City.
5. **Public Records.** Each Party shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the other Party, copies of all public records regarding the subject of this Agreement which are in the possession of the Party. All records stored electronically shall be provided to the requesting Party in a format that is compatible with the information technology systems of the requesting Party.
6. **Laws and Regulations.** Each Party will comply with all laws, ordinances, regulations, and requirements applicable to the performance of this Agreement. Each Party is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect their performance under this Agreement.

7. **Liability.** Each Party shall be solely responsible for the negligent or wrongful acts of its public officials and employees. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
8. **Modification and Waiver.** The provisions of this Agreement may only be modified or waived in writing, executed with the same formalities as this Agreement. The failure of any Party to exercise any right in this Agreement shall not be considered a waiver of such right.
9. **Successors and Assigns.** Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and City each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
10. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
11. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
12. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
13. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
14. **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.
15. **Counterparts.** This Agreement may be executed in any number of and by the Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
16. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations made by or offered between the Parties.

In witness whereof, the Parties execute this Agreement, effective on the date provided on page one of this Agreement.

City of Gainesville

Alachua County

Lauren Poe, Mayor
City of Gainesville
Date: _____

Approved as to form and legality

Nicolle Shalley, City Attorney

Ken Cornell, Chair
Board of County Commissioners
Date: _____

Approved as to form

Sylvia Torres, County Attorney

ATTEST:

J. K. "Jess" Irby, Esq.
Clerk of Court
(SEAL)