

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2000, by and between the CITY OF GAINESVILLE, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and ALACHUA COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

The parties hereto mutually agree to the following:

WHEREAS, the City Commission of the CITY has enacted an Anti-Discrimination Ordinance, codified at Chapter 8 of the Gainesville City Code of Ordinances, which prohibits discrimination in employment because of sexual orientation in housing, because of sexual orientation in public accommodation, because of sexual orientation, and

WHEREAS, the COUNTY Equal Opportunity Division has existing administrative procedures for conciliating, processing, and enforcing the County Human Rights Ordinance relating to human rights complaints; and

WHEREAS, the Human Rights Ordinance of the COUNTY, Chapter 111 of the Alachua County Code, prohibits discrimination in employment and/or in public accommodations because of race, color, national origin, religion, sex, marital status, age, or disability and prohibits discrimination in housing because of race, color, national origin, religion, handicap, familial status, sex, marital status, or age; and

WHEREAS, the CITY has determined that utilization of the COUNTY Equal Opportunity Office to administer the County Human Rights Ordinance within the limits of

the CITY, in employment, housing, and public accommodations is in the best interests of the citizens of the CITY; and

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 COUNTY can provide anti-discrimination services for up to sixty-five (65) additional cases on a yearly basis within the municipal boundaries of the City for an agreed upon fee.

IT IS HEREBY MUTUALLY AGREED between the CITY and COUNTY that:

1. Scope of Services. The CITY delegates to the COUNTY authority for the enforcement within the municipal boundaries of the CITY of the County's Human Rights Ordinance, Chapter 111 of the Alachua County Code. The CITY will be responsible for enforcing Chapter 8 of the Gainesville City Code of Ordinances.
2. Payment. The CITY agrees to provide compensation to the COUNTY for additional staff and operational costs because of the anticipated increased case load associated with serving the CITY. Should the case load arising from complaints exceed 65 in the one year period from October 1, 2000, to September 30, 2001, the COUNTY agrees to complete investigation and resolution of these additional claims. The CITY agrees to compensate the COUNTY on a per claim basis for the County's services in completing these additional claims. The City Manager and the County Manager will negotiate a reasonable per claim payment amount. The County Manager may execute an amendment to the contract for the purpose of implementing this portion of the

contract.

A. The CITY will pay the COUNTY an amount of \$92,300 for the first 65 claims.

B. Payments will be made by the CITY to the COUNTY on an equal quarterly basis no later than October 10, January 10, April 10 and July 10 each year.

3. Independent Contractor. In the performance of this agreement, COUNTY is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of CITY. The COUNTY is solely responsible for the means, method, technique, sequence, and procedure utilized by the COUNTY in full performance of the agreement.

4. Sovereign Immunity. COUNTY, as a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of the Agreement. The CITY, as a municipal corporation of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of the Agreement. Nothing herein shall be construed as consent by an agency, subdivision or municipal corporation of the State of Florida to be sued by third parties in any matter arising out of this contract or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

5. Amendment. This agreement may be amended in writing by consent of the parties hereto, which shall become effective in the same manner as provided below.

6. The Effective Date. This Agreement and any amendments thereto shall

become effective upon recording by the COUNTY in the Public Records of Alachua County, Florida.

7. Term and Renewal. This Agreement shall continue in force and effect for the term of the Agreement with an option to renew upon mutual request by the City Manager and the County Manager. The CITY shall notify the COUNTY in writing at least ninety (90) days prior to October 1, 2001 of the CITY's desire to renew or terminate the Agreement. Either party may terminate the Agreement by notifying the other party at least one hundred eighty (180) days prior to the effective date of its termination. In the event this Agreement is terminated or in the event the Agreement is not renewed beyond the initial term, the COUNTY agrees to complete investigation and resolution of all pending active claims.

8. Notice. All notices required to be delivered to CITY or COUNTY shall be delivered by U.S. Mail or facsimile to the respective parties at the addresses below, unless notified in writing of a change of address:

CITY: City Manager

P.O. Box 490, Box #7

Gainesville, FL 32601

Phone: 352-334-5010

Fax: 352-334-3119

COUNTY: County Manager

P.O. Box 2877

Gainesville, FL 32602

Phone: 352-374-5210

Fax: 352-338-7363

With copies to: Clerk of Circuit Court

P.O. Box 600

Gainesville, FL 32602

9. Recording of Agreement. The County, upon execution of this agreement by all parties, shall record this interlocal agreement in the public records of Alachua County, Florida.

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 affect.

12. Non Waiver. The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

13. Entire Agreement. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by proper officers.

ATTEST:

ALACHUA COUNTY, FLORIDA

J.K. "Buddy" Irby, Clerk of the Circuit Court

By: _____
Penelope Wheat, Chair
Board of County Commissioners

APPROVED AS TO FORM:

APPROVED AS TO FORM AND LEGALITY:

County Attorney

City Attorney

ATTEST:

CITY OF GAINESVILLE

Kurt M. Lannon, Clerk of the City Commission

By: _____
Mayor
City Commission