

050358

**AGREEMENT  
BETWEEN  
THE CITY OF GAINESVILLE  
AND  
ALACHUA COUNTY  
FOR VICTIM ADVOCATE  
FOR "VIOLENCE AGAINST WOMEN" GRANT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Gainesville (CITY), a municipal corporation organized under the laws of the State of Florida, and Alachua County (COUNTY), a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners.

WHEREAS, the CITY has been designated as a grant recipient of the U.S. Department of Justice, Office on Violence Against Women, *FY 2003 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program*; and

WHEREAS, the project period for the victim advocate position allocated in the *FY 2003 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program* has been extended for an additional 12 months, attached hereto as Exhibit 1; and

WHEREAS, the CITY desires assistance from the COUNTY with the Program by contracting for the Victim Advocate position; and

WHEREAS, the COUNTY is willing to assist the CITY with the Program by employing the Victim Advocate;

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

1. **SCOPE OF SERVICES**

The Victim Advocate shall be housed at the Gainesville Police Department, but will be an employee of the COUNTY and be supervised by the Director of the Alachua County Victim Services and Rape Crisis Center. Services provided by the Victim Advocate shall include, but are not limited to:

- a. Crisis Intervention counseling
- b. Referral to community support agencies
- c. Necessary emergency services such as, food, clothing, shelter, transportation, and medical needs to eligible victims
- d. Case Status Information and liaison between the victim and the law enforcement officer assigned the case
- e. Assistance with filing Victim Compensation Claim for medical bills, lost wages or funeral expenses incurred as a result of the crime
- f. Accompany and support victims through criminal justice proceedings (testimony, deposition, trial, sentencing etc.)
- g. Face-to Face counseling for victims and their families
- h. Transport victim to court appearances and other appointments related to the victimization

Additionally the Victim Advocate will provide training to law enforcement personnel to increase awareness of the value of victim advocacy, and as a means to improve understanding of the compensation and assistance that is available to the victims.

The Victim Advocate will work closely with social service agencies to make certain that victims receive the help needed and will continue to aide the victims as the case moves through the criminal justice system. The COUNTY and the Victim Advocate will abide by all applicable requirements of the Grant.

2. **METHOD OF COMPENSATION**

Compensation payable by the CITY to the COUNTY for the Victim Advocate position under this Agreement shall not exceed \$43,200.00 for the project period of October 1, 2005, through September 30, 2006. Upon receipt of a fully executed agreement, the CITY shall issue a purchase order to Alachua County in an amount no more than \$43,200.00. The CITY shall pay only the prorata amount for services if the position is not staffed (filled). Compensation will be paid for the actual salary and benefits paid.

The COUNTY shall invoice the CITY on a quarterly basis for the Victim Advocate position for the preceding three-month period. The CITY shall pay the invoices within 30 days after receipt.

The invoices shall be mailed or delivered to:

Susie Aguila  
Gainesville Police Department  
721 NW 6th Street  
Post Office Box 1250  
Gainesville, Florida 32602

3. **RETENTION OF RECORDS**

The parties shall maintain all records and financial documents for a minimum period of five years from the date of the final financial statement, and shall make same available for audit and public disclosure upon request of duly authorized persons.

4. **TERM**

This Agreement shall be in effect for the extended grant project period of October 1, 2005, through September 30, 2006.

5. **CANCELLATION**

Either party may cancel and terminate this Agreement at any time by thirty (30) days written notice of intention to terminate being delivered to the other party. In such event, the CITY shall be required to pay to the COUNTY any prorata amount of compensation owed effective as of the date of cancellation.

6. **MODIFICATIONS**

No modification, addition, or deletion to this Agreement shall be effective unless made in writing and properly executed by the parties hereto.

7. **INDEMNIFICATION**

The CITY shall be responsible for and indemnify, defend and hold harmless the COUNTY, its employees and elected and appointed officials, from all claims including death to persons, from all judgments recovered therefore, including any and all consequential damages arising out of the CITY'S errors, omissions or negligent acts in connection with the CITY'S performance of this Agreement.

The COUNTY shall be responsible for and indemnify, defend and hold harmless the CITY, its employees and appointed Commissioners, from all claims including death to persons, from all judgments recovered therefore, including any and all consequential damages arising out of the COUNTY'S errors, omissions or negligent acts in connection with the COUNTY'S performance of this Agreement.

Any indemnification set forth in this section shall be subject to the limits set forth in Section 768.28 of the Florida Statutes, as amended, and nothing contained herein shall be deemed to limit or

waive operation of the limitations contained in Section 768.28 of the Florida Statutes, as they may relate to the CITY or the COUNTY. The CITY and the COUNTY shall each bear its own cost of litigation, including costs and attorney's fees.

8. **NOTICE**

Except as otherwise provided in this agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, CITY and COUNTY representatives are:

County: Director of Community Support Services  
218 SE 24th Street  
Gainesville, Florida 32641

City: Captain Lynne Benck  
Gainesville Police Department  
721 NW 6th Street  
Gainesville, Florida 32601

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

J.K. "Buddy" Irby  
Clerk of the Court  
Post Office Box 939  
Gainesville, Florida 32602  
Attention: Finance and Accounting

9. **ASSIGNMENT OF INTEREST**

Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

10. **SUCCESSORS AND ASSIGNS**

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.

11. **INDEPENDENT CONTRACTOR**

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

12. **THIRD PARTY BENEFICIARIES**

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

13. **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.

14. **NON WAIVER**

The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non compliance.

15. **GOVERNING LAW AND VENUE**

This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

16. **ATTACHMENTS**

All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

17. **AMENDMENTS**

The parties may amend this agreement only by mutual written agreement of the parties.

18. **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.

19. **ENTIRE AGREEMENT**

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

20. **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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed on the date first above-written.

**CITY OF GAINESVILLE**

**ALACHUA COUNTY**

By: \_\_\_\_\_  
City Manager Date

By: \_\_\_\_\_  
Randall H. Reid Date  
County Manager

**APPROVED AS TO FORM AND LEGALITY**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Ronald D. Combs Date  
Sr. Assistant City Attorney

By: \_\_\_\_\_  
Attorney for Alachua County Date

**ATTEST**

\_\_\_\_\_  
SEAL

J.K. "Buddy" Irby, Clerk



**EXHIBIT 1**  
**GRANT PROJECT PERIOD EXTENSION**