

INTERLOCAL AGREEMENT

This Agreement is entered into this ____ day of _____, 2006 by and between Alachua County, a charter county and political subdivision of the state of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", the City of Gainesville, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the School Board of Alachua County, hereinafter referred to as "SBAC".

WITNESSETH:

WHEREAS, the County and the City and SBAC are authorized by s.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, education and welfare of the citizens of Alachua County; and,

WHEREAS, on behalf of its citizens, the parties hereto desire to cooperate in the provision of mentoring services in support of SBAC's Academy of Business Ownership at Lofton High School, to further the educational and future career pursuits of certain Alachua County high school students;

WHEREAS, The County has budgeted \$100,000.00 in the current fiscal year and the City has budgeted \$50,000.00 in their current fiscal year to fund a program to provide loans to graduates of the Academy to assist in starting a business ; and,

WHEREAS, the City has expressed its intent to increase funding for such loans by an additional \$50,000.00 in the future.

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

1. Term - This Agreement is effective on the ____ day of _____, 2006 and shall continue until terminated. Pursuant to s.163.01 (11), Florida Statutes, this Agreement shall be deemed effective upon the official recording of the fully executed Agreement with the Alachua County Clerk of Courts.

2. Duties of the County - The County shall have and perform the following duties, obligations, and responsibilities to the City and the SBAC:

a. The County shall provide \$100,000 for the creation of a business loan fund. Such funds will be used for the purpose of assisting graduates of the Academy to establish businesses within Alachua County.

b. The County shall also provide \$36,075 available for the procurement of mentoring services to be provided to students enrolled at the Academy. The County shall conduct procurement of such mentoring services to be provided during the 2007-2008 School Year in accordance with County purchasing policies and procedures, and will combine the City \$11,075 allocation identified in

Section 3, Duties of the City, subsection b., with the County allocation of \$36,075 for procurement and delivery of mentoring services. The County agrees to report to the City and SBAC regarding outcomes achieved pursuant to goals established in the separate mentoring service provider agreement which the County shall execute with the selected mentoring services provider or providers

3. Duties of the City - The City shall have and perform the following duties, obligations, and responsibilities to the County and the SBAC:

a. The City shall provide \$50,000.00 for the creation of a business loan fund. Such funds shall be provided for the purpose of assisting graduates of the Academy establish businesses within Alachua County in accordance with requirements established by the parties.

b. The City shall provide \$11,075 to the County within 60 days of the execution of this Agreement by all parties hereto, and such funds shall be used by the County for the purpose of procuring mentoring services to the students enrolled at the Academy.

4. Duties of the SBAC - - The SBAC shall have and perform the following duties, obligations, and responsibilities to the County and the City: The SBAC shall operate the Academy of Business Ownership at Loften High School. The Academy of Business Ownership curricula is aligned to the Sunshine State Standards, graduation requirements, and electives that emphasize business management knowledge and practice. The Academy will be open to all eligible students as a magnet program of the SBAC. SBAC will provide transportation to the Academy to students from any area of Alachua County, as is usual with standard magnet programs. All magnet programs are reviewed at the end of each school year. Information on the Academy of Business Ownership will be available to the County staff and commissioners upon request.

5. Support from Santa Fe Community College (SFCC) - SFCC will support the Academy and its operations consistent with the actions and services identified within the SFCC Letter of Support which is incorporated herein as Attachment Two.

6. Additional Funding - Additional funds may be provided for the purpose of assisting graduates of the Academy to establish businesses within Alachua County

7. Funding Mechanism for Business Assistance - The parties will jointly develop a mechanism to provide business assistance funding to graduates of the Academy of Business Ownership. This may include but is not limited to direct funding administered by one or more of the parties or funding and administration through an outside agency or agencies. The County Manager is authorized to enter into appropriate agreements, if required, to implement this on behalf of the County.

8. Method of Payment - For all services to be timely and faithfully performed, the County will be paid as follows:

The City shall make payment to the County, in accordance with the provisions of Chapter 218, Part

VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Alachua County
Community Support Services Department
218 SE 24 Street
Gainesville, FL 32641
Attention: Elmira Warren, Director

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

County: Elmira K. Warren, Director
Community Support Services
218 SE 24 Street
Gainesville, FL 32641

SBAC: David Edwards, Director
Career and Technical Education
620 E. University Ave.
Kirby Smith Center
Gainesville, FL 32601

City: Erik Bredfeldt, Director
Economic Development
P O Box 490, Station 6
Gainesville, FL 32602

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, FL 32602
ATTN: Finance and Accounting

and

Contracts/Grants Coordinator
Alachua County
105 SE 1st Ave., #6
Gainesville, FL 32601
ATTN: OMB

10. Default and Termination - The failure of any party to this Agreement to comply with any provision of this Agreement will place that party in default. Prior to terminating the Agreement, the County or City or SBAC will notify the other parties in writing. This notification will make specific reference to the provision which gave rise to the default. The County or City or SBAC will give the other parties seven (7) days to cure the default.

The Director of Community Support Services is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the City and the SBAC.

The City Manager or designee is authorized to provide written notice of termination on behalf of the City, and if the default situation is not corrected within the allotted time, the City Manager or designee is authorized to provide final termination notice on behalf of the City to the County and the SBAC.

The Superintendent or designee is authorized to provide written notice of termination on behalf of the SBAC, and if the default situation is not corrected within the allotted time, the Superintendent or designee is authorized to provide final termination notice on behalf of the SBAC to the City and County.

Either the County or the City or SBAC may terminate the Agreement without cause by first providing at least thirty (30) days written notice to the other parties to this Agreement prior to the termination date. The County's Community Support Services Director is authorized to provide written notice of termination on behalf of the County.

In case of early termination of the Agreement by the City, County or SBAC due to default on the part of any party to the Agreement, the County will continue to be obligated to return to the City any unused City funds and/or funds used for purposes other than those specified in the Agreement. It being further understood that City and County funds will be applied on such a basis that the City will not incur any expenses not equaled or exceeded by the County.

If funds to finance this Agreement become unavailable, either the County or City may terminate the Agreement with no less than twenty-four hours notice in writing to the SBAC. The terminating party will be the final authority as to the availability of funds.

11. Project Records - All records (with the exception of student records, pursuant to 20 U.S.C. §1232g as implemented by 34 CFR Part 99) relating in any manner whatsoever to the project, which are in the possession of the City, County or SBAC, or any of their consultant's, shall be made available for inspection and copying upon written request of the City, County, or SBAC, and shall be kept for a period of three (3) years after the completion of all work to be performed or as

required by Chapter 119, Florida Statutes (Public Records) and schedules published by the Bureau of Archives and Records Management, whichever shall be greater. Additionally, said records shall be made available, upon request by the City, County or SBAC, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except as considered confidential under Chapter 119, Florida Statutes and the student records exception specified above.

12. Insurance and Liability - Each party hereto agrees to be responsible for the actions and omissions of its own employees during their scope of employment under this Agreement. Each of the parties hereto warrants and represents that each is self funded for liability insurance, both public and property, with such protection being applicable to each party's trustees, officers, employees, servants, and agents while acting within the scope of their employment by their respective parties. The City, County and SBAC further agree that nothing contained herein shall be construed or interpreted as (1) denying to any party any remedy or defense available to each party under the laws of the State of Florida; (2) the consent of the City, County, SBAC, the State of Florida, and their agents and agencies to be sued, or (3) a waiver of the sovereign immunity of the City, County, SBAC and/or the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

13. Laws & Regulations - The City, County and SBAC will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The parties are presumed to be familiar with all applicable federal, state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement.

14. Assignment of Interest - No party will assign or transfer any interest in this Agreement without prior written consent of the other parties.

15. Successors and Assigns - The County and City and SBAC each bind the others and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

16. Third Party Beneficiaries - This Agreement does not create any relationship with, or any rights in favor of, any third party.

17. 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.

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

19. Governing Law and Venue - This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

20. Attachments - All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

21. Amendments - The parties may amend this Agreement only by mutual written agreement of the parties.

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. Construction - This Agreement shall not be construed more strictly against one party than against any other(s) merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that all parties have substantially contributed to the preparation of this Agreement.

24. 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.

25. Entire Agreement - This Agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations pertaining to the subject matter hereof.

ALACHUA COUNTY, FLORIDA

Attest: _____
Clerk, by Deputy Court

By: _____
Paula M. Delaney, Chair of Board of County
Commissioners

APPROVED AS TO FORM

Alachua County Attorney's Office

CITY OF GAINESVILLE

Attest: _____
Clerk of Commission

By: _____
Pegeen Hanrahan, Mayor
City of Gainesville

APPROVED AS TO FORM

City Attorney

SCHOOL BOARD of ALACHUA COUNTY

Attest: _____
W. Daniel Boyd, Jr. Ed.D.
Superintendent

By: _____
Tina Pinkoson, Chairman

APPROVED AS TO FORM

James F. Lang
School Board Attorney

ATTACHMENT ONE

HIGH SCHOOL PROGRAM

REQUIREMENTS FOR A STANDARD DIPLOMA
ACADEMY OF BUSINESS OWNERSHIP

6 Period Day (8 1/2 classes)			
9 th Grade	10 th Grade	11 th Grade	12 th Grade
English	English	English	English
Algebra I	Math	Math	Economics/ Am. Govt.
Science	Science	Science	Internship (Coop Ed -- OJT)
World History	Academic	U.S. History	Vocational Course
Business Systems and Technology I	P. E.	Vocational Course	Vocational Course
LMS (1/2) Elective (1/2)	Principles of Entrepreneurship	Business Management & Law	Business Ownership (with Capstone Activity)

- Student must pass the FCAT and have an overall GPA of 2.0 or higher

060860

Attachment Two
ATTACHMEN

SANTA FE COMMUNITY COLLEGE

Jackson N. Sasser
President

November 9, 2008

Mr. Rodney J. Long
Alachua County Commissioner
Post Office Box 2877
Gainesville, Florida 32602

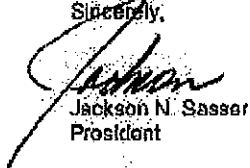
Dear Rodney:

On behalf of Santa Fe Community College, I wish to express the college's support for the newly formed Academy of Business Ownership (ABO) within Lottier High School. Santa Fe has long championed access for students to career-based training and education, and the ABO offers another wonderful opportunity for students to move successfully into both higher education and the workforce.

The college has a longstanding commitment to providing secondary students the opportunity to earn college credit through its Tech Prep program (<http://inst.sfc.edu/~techprep/>). This program arises out of a strong partnership between the college and the School Board of Alachua County, and the agreements developing from this partnership are reviewed annually to assure that the benefits of Tech Prep are available to the maximum number of students. In support of the ABO, Santa Fe commits to notifying all enrolled students of the appropriate Tech Prep opportunities and the requirements for earning credit and/or contact hours. Additionally, college staff will offer orientation and outreach to ABO students and, further, will provide program advisement and internship opportunities to any ABO students concurrently enrolled at Santa Fe.

The college sees limitless potential for ongoing partnerships with the ABO in the areas of workforce and economic development, and we are looking forward to building this relationship for the benefit of the students and citizens of Alachua County.

Sincerely,



Jackson N. Sasser
President

JNS:tc

cc: Dr. Dan Boyd
Ms. Sandy Hollinger
Mr. John Skelly
Ms. Eimra Warren
Dr. David Edwards
Mr. Erik Bredfeldt
Ms. Anne Kress

3000 NW 32nd Street • Gainesville, Florida 32606-5200
telephone: (352) 395-5104 • fax: (352) 395-5104 • fax: (352) 395-5105
email: jnsasser@sfc.edu • web: <http://www.sfc.edu>