

**INTERLOCAL AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, 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 Alachua County Housing Authority, a public body corporate and politic created pursuant to Chapter 421, Florida Statutes, hereinafter referred to as "ACHA".

WITNESSETH:

WHEREAS, the County and the City and the ACHA 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, on behalf of the citizens of the City of Gainesville and Alachua County, the parties hereto desire to cooperate in the provision of administrative staff services pursuant to implementing elements of the City of Gainesville-Alachua County 10-Year Plan to End Homelessness (hereinafter referred to as the "Plan");

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 1<sup>st</sup> day of October, 2008 and shall continue to September 30, 2009, at which time the Agreement will be terminated or amended to extend the Agreement along with other possible modifications, consistent with Section 18. Amendments of this Agreement. Pursuant to §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 ACHA:
  - (a) Provide to the City \$36,000 within 30 days of the execution of this Agreement by all parties hereto as the County's contribution towards this Agreement; and
  - (b) Provide access to County resources and services, such as lobbying for financial assistance from the state and federal governments, as may be reasonable and necessary, for implementation of the Plan and performance of this Agreement.
3. Duties of the City - The City shall have and perform the following duties, obligations, and responsibilities to the County and the ACHA:
  - (a) Compensate the ACHA \$18,000 per quarter in accordance with Section 5. Method of Payment of this Agreement (total not to exceed \$72,000);

- (b) Monitor the ACHA's performance and expenditure of funds under this Agreement; and
- (c) Provide access to City resources and services, such as lobbying for financial assistance from the state and federal governments, as may be reasonable and necessary for implementation of the Plan and performance of this Agreement.

Section 4. Duties of the ACHA: The ACHA shall have and perform the following duties, obligations, and responsibilities to the County and the City: The ACHA shall employ and supervise a Director of the City of Gainesville-Alachua County Office on Homelessness (hereinafter referred to as the "Director of Homeless Services") and other personnel as necessary for performance of this Agreement. The ACHA shall report to the City and County on a quarterly basis regarding the work activities and accomplishments of the Director of Homeless Services. Such quarterly reports shall be submitted to the City within 15 days of the end of each calendar quarter during the term of this Agreement.

The duties and responsibilities of the Director of Homeless Services shall include but not be limited to:

- Oversight and implementation of the City of Gainesville-Alachua County 10-Year Plan to End Homelessness (the Plan), including prioritization and execution of Plan goals and objectives, and the research and development of new alternatives and resources to implement the Plan.
- Development of measurable outcomes for plan goals and objectives from which progress can be gauged within 90 days of the effective date of this Agreement.
- Prepare and issue a request for proposals (RFP) for the establishment of a one-stop homeless assistance center to be funded by the County and City with the review and concurrence of the County and City. Conduct contract administration including fiscal and programmatic monitoring of selected service provider(s) which will operate of the One Stop Homeless Assistance Center.
- Collaborate with the County and City in the dissemination of accurate information concerning and/or affecting homeless persons or agencies that provides services to the homeless. Inform the Implementation Committee and community of that information.
- Provision of technical assistance to local public and private nonprofit agencies, particularly related to the development of applications for funding of homeless assistance programs.
- Participation as directed by the County and City with Federal, State and Local government, social service agencies, civil organizations, faith communities, and businesses in collaborative activities related to homelessness in Alachua County.
- Represent the City of Gainesville-Alachua County Office on Homelessness (hereinafter referred to as the "Office on Homelessness") at meetings, conferences, various community boards, and seminars to provide assistance in improving the homeless programming efforts.
- Attendance and representation of the Plan at meetings of the Gainesville City Commission, the Alachua County Board of County Commissioners, the Alachua County Coalition for the Homeless and Hungry, Gainesville Downtown Owners & Tenants Association, and other meetings within the community, where appropriate, when issues affecting the homeless and

hungry are being addressed.

- Work with local officials and their representatives to coordinate and oversee the development of a local cost study to document the impact of homelessness on public systems and services and to evaluate where local responses could be more efficient and cost-effective.
  - Evaluate homeless services in collaboration with local public and private nonprofit agencies and provide recommendations toward a unified approach to homeless problems.
  - Provide for effective and efficient operation of the Office on Homelessness, including maintaining office records, correspondence files, policies and procedures, physical assets, and ensuring that mail and phone calls are dealt with in a timely manner.
  - Develop local trainings and showcases of local services and attend state and national trainings relevant to ending homelessness in Gainesville/Alachua County.
  - Monitor federal and state legislation impacting funding of homeless services.
  - Assist local government and private nonprofit agencies in formulating policies and procedures related to the homeless and making recommendations for local, state, and federal legislation.
  - Direct staff services to the Implementation Committee, composed of individuals who previously chaired and co-chaired the committees that developed the Plan and others as determined by the County, City and/or Implementation Committee.
  - Collaborate with local non-profit service provider organizations; local government advisory boards; neighborhood associations; neighborhood development associations; economic development entities; local, state and federal government agencies and officials; homelessness coalitions; and all other identifiable partners to accomplish assignments from the Implementation Committee and the City of Gainesville and Alachua County Commissions.
5. Method of Payment – For all services actually, timely and faithfully performed, the ACHA will be paid \$18,000 on a quarterly basis during the term of this Agreement. The ACHA shall submit an invoice to the City within 15 days of the end of each calendar quarter and shall allow the City 15 days to process payments. Each invoice shall be in sufficient detail to indicate the expenses incurred by the ACHA under this Agreement, and payment shall be contingent upon the ACHA submitting quarterly reports as required.
6. 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, County, City and ACHA representatives are:

County:           Randall H. Reid, Alachua County Manager  
                       12 SE 1<sup>st</sup> Street  
                       Gainesville, FL 32601

City:               Russ Blackburn, City of Gainesville Manager  
                       P O Box 490, Station 6

Gainesville, FL 32602

ACHA: Gail Monahan, Executive Director  
Alachua County Housing Authority  
703 NE 1<sup>st</sup> Street  
Gainesville, FL 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, FL 32602 ATTN: Finance and Accounting	and	John Johson, Contracts Coordinator Alachua County 105 SE 1 <sup>st</sup> Ave., #6 Gainesville, FL 32601 ATTN: OMB
---	-----	---

7. 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 ACHA 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 ACHA 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 termination 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 ACHA.

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 ACHA.

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

Either the County or the City or the ACHA 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.

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

In the event of termination, for default (cause) or for convenience (without cause), the ACHA shall be paid only for such work as was satisfactorily and fully performed as of the date of termination.

8. Project Records - All records relating in any manner whatsoever to the project, which are in the possession of the City, County or ACHA, or any of their consultant's, shall be made available for inspection and copying upon written request of the City, County or ACHA, 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 ACHA, 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.
9. 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 ACHA 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, the State of Florida, and their agents and agencies to be sued, or (3) a waiver of the sovereign immunity of the City, County, and/or the State of Florida, and their agents and agencies beyond the waiver provided in §768.28, Florida Statutes.
10. Laws & Regulations - The City, County and ACHA will each comply with all laws, ordinances, regulations, and building code requirements applicable to the work performed by that party pursuant to 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.
11. Assignment of Interest - No party will assign or transfer any interest in this Agreement without prior written consent of the other parties.
12. Successors and Assigns - The County and City and ACHA each bind their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
13. Third Party Beneficiaries - This Agreement does not create any relationship with, or any rights in favor of, any third party.

- 14. 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.
- 15. Non Waiver - The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- 16. Governing Law and Venue - This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
- 17. Attachments - All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
- 18. Amendments - The parties may amend this Agreement only by mutual written agreement of the parties.
- 19. Captions and Section Headings - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
- 20. 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.
- 21. 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.
- 22. Entire Agreement - This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations pertaining to the subject matter hereof.

**ALACHUA COUNTY, FLORIDA**

Attest: \_\_\_\_\_  
Clerk, by Deputy Court

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

APPROVED AS TO FORM

\_\_\_\_\_  
Alachua County Attorney's Office

**CITY OF GAINESVILLE**

Attest: \_\_\_\_\_  
Clerk of the Commission

By: \_\_\_\_\_  
Pegeen Hanrahan, Mayor  
City of Gainesville

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
City Attorney

**ALACHUA COUNTY HOUSING AUTHORITY**

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Gail Monahan, Executive Director

APPROVED AS TO FORM

\_\_\_\_\_  
Alachua County Housing Authority Attorney