

**INTERLOCAL AGREEMENT
FOR THE
EMPOWERMENT CENTER**

This Interlocal Agreement (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 (the “City.”)

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 issue of homelessness impacts the City and the County, and is a quality of life issue that is concerning to County and City residents; and

WHEREAS, the complexity of chronic homeless and the need for comprehensive support systems within the community for homeless persons requires a collaborative effort; and

WHEREAS, the City and County agree that supporting the provision of homeless services serves valid public health, safety and welfare purposes; and

WHEREAS, the City and County continue to cooperate in the provision of homeless services by implementing elements of the City of Gainesville-Alachua County Ten Year Plan to End Homelessness (the “Plan”) adopted by the Gainesville City Commission and the Alachua County Board of County Commissioners on December 15, 2005, Legislative File No. 050747; and

WHEREAS, the City has purchased improved property located at 2845 NE 39th Avenue, Gainesville, Florida, for the purpose of providing a site for the provision of homeless services (the “Empowerment Center”) and has entered into a Service Agreement and a License Agreement for a portion of the property with the Alachua County Coalition for the Homeless and Hungry, a Florida non-profit corporation (the “Provider”) for the provision of homeless services at the Empowerment Center; and

WHEREAS, the County operates the Alachua County Office of Social Services (the “ACOSS”) to provide, either directly or by referrals to other agencies, eligible low income residents of Alachua County with social service assistance for which there are no federal, state, or private programs available. The goal of the ACOSS is to support individuals in their efforts to achieve or return to self-sufficiency; and

WHEREAS, the City and County each desire to address social service needs in the City and County and to contribute to the success of the Empowerment Center as set forth in this Agreement.

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

1. **Term; Recording.** This Agreement shall become effective on _____ (the “Effective Date”) and shall terminate on September 30, 2024, 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 Public Records of Alachua County, Florida.

2. **Funding for the Service Agreement.** The parties agree to budget \$308,000 (\$154,000 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) in each of FY2013-2014, FY2014-2015 and FY2015-2016 to be disbursed by the City to the Provider in accordance with the Service Agreement. The County shall make payment of its \$154,000 to the City by October 31st of each fiscal year.

3. **Oversight Advisory Board.** The parties desire to create an advisory board that will provide oversight for the Empowerment Center (the “Oversight Board.”) The Oversight Board will develop a long-term vision for the success of the Empowerment Center and the broad range of homeless and social/community services that are or may be provided at the Empowerment Center. The Oversight Board will review the performance of the providers (including the existing Provider) that utilize the Empowerment Center. However, the Oversight Board will not direct the day-to-day operations of the providers or the Empowerment Center. The Governing 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, encumbering, authorizing use of or otherwise committing the Empowerment Center property or providing City or County funding will require action by the City Commission and/or County Commission, as appropriate to the decision.
 - a. **Creation and Composition**

The parties hereby establish an Oversight Board that consists of five (5) 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 resident of Alachua County, appointed by the four City and County Commission members described in (1) and (2).

 - b. **Vacancy.** In the event an appointed 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. The new appointee shall serve for the remainder of the unexpired term for the seat filled. An appointed member may be removed by majority vote of the party that appointed that member.

 - c. **Compensation; benefits.** The Oversight Board members shall not be deemed employees of the City or the County, nor entitled to compensation, pension, or other retirement benefits on account of service on the Oversight Board.

- d. **Compliance with Law.** The Oversight Board and its members shall be subject to the provisions of Florida's Government in the Sunshine Law (section 286.012, Florida Statutes) Florida's Code of Ethics for Public Officers and Employees (Part III, Chapter 112, Florida Statutes) and Florida Public Record's Law (Chapter 119, Florida Statutes), all as may be amended from time to time.
- e. **Resources.** The City and/or County shall provide staffing to the Oversight Board, including, without limitation, serving as clerk to the Oversight Board, publishing a notice of meetings, preparing an agenda and recording and keeping official minutes of each Oversight Board meeting.

In addition, the Oversight Board may request information and assistance from City staff and County staff, as the Oversight Board finds necessary. Oversight Board members will not be reimbursed for travel or other expenses, unless the City Commission and County Commission make funds available for such purposes.

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

f. **Oversight Board Meetings and Procedure**

- (1) The Oversight Board shall elect a chairperson and vice-chairperson.
- (2) The Oversight Board shall hold quarterly public meetings in the Alachua County Administration Building Auditorium. 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. Two or more Board members may request a Board meeting.
- (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.

- 4. **Future Appropriations** – It is understood that any funding by the City and County as described in this Agreement is contingent upon specific annual appropriations by the City Commission and the Board of County Commissioners. The parties understand that this Agreement is not a commitment of future appropriations.
- 5. **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: Betty Baker, Alachua County Manager
12 SE 1st Street
Gainesville, FL 32601

City: Russ Blackburn, City of Gainesville Manager
P O Box 490, Station 6
200 East University Avenue
Gainesville, FL 32627

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

J.K. Irby	and	Office of Management and Budget
Clerk of the Court		Alachua County
Post Office Box 939		105 SE 1 st Ave., #6
Gainesville, FL 32602		Gainesville, FL 32601
Attn: Finance and Accounting		

- 6. **Default and Termination** - Either party may terminate this Agreement (through action of its respective Commission) with or without cause by first providing at least thirty (30) 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.

If funds to finance this Agreement become unavailable, either party may terminate the Agreement with no less than twenty-four hours notice in writing to the other. The terminating party will be the final authority as to the availability of funds. The terminating party will pay the other for all work completed prior to any notice of termination. For purposes of this financial exigency provision, the City Manager and County Manager are authorized to provide notice and terminate this Agreement.

- 7. **Project Records** - The parties will retain all records relating to this Agreement for three years after the completion of all work is performed. The parties will make available any and records relating to this Agreement for copying and inspection upon written request of the other. Furthermore, the parties will make any records relating to this Agreement available to any state, federal or regulatory authorities, who may wish to review, inspect or copy these records. Records which relate to any litigation, appeals or settlements of claims arising from the Agreement shall be maintained and made available until a final disposition has been made of such litigation, appeals, or claims.

- 8. **Insurance** - The parties represent and warrant that they are self insured in accordance with the provisions of Section 768.28, Florida Statutes.

- 9. **Laws & Regulations** – Each party will comply with all laws, ordinances, regulations, and requirements applicable to the performance of this Agreement by each party. 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.

- 10. **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.

11. **Assignment of Interest** - Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
12. **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.
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 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.
21. **Counterparts** – This Agreement may be executed in any number of and by the different 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.
22. **Entire Agreement** - This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

ALACHUA COUNTY, FLORIDA

Attest: _____
J. K. Irby, Clerk

By: _____
**Lee Pinkoson, Chair
Board of County Commissioners**

APPROVED AS TO FORM
AND LEGALITY

**Michele Lieberman
Alachua County Attorney**

CITY OF GAINESVILLE, FLORIDA

Attest: _____
Kurt Lannon, Clerk of the Commission

By: _____
**Edward B. Braddy, Mayor
City of Gainesville**

APPROVED AS TO FORM
AND LEGALITY

**Nicolle M. Shalley
City Attorney**