

**LEGISLATIVE #**

**110293**

**INTERLOCAL AGREEMENT**  
**AMONG**  
**ALACHUA COUNTY, CITY OF GAINESVILLE AND**  
**ALACHUA COUNTY HOUSING AUTHORITY**  
**FOR OFFICE ON HOMELESSNESS SERVICES**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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, 2011 and shall continue to September 30, 2014, 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. **Funding** - For FY 2011-2012, the City Commission and Board of County Commissioners shall each contribute \$36,000; for FY 2012-2013 the City Commission and Board of County Commissioners shall each contribute \$36,000; and for FY 2013-2014 the City Commission and Board of County Commissioners shall each contribute \$36,000 pursuant to the terms and conditions of the Interlocal Agreement.

The City's and County's performance and obligation to **contribute funding** under this **Agreement** is contingent upon a specific annual appropriation by the City Commissioners and the Board of County Commissioners. The parties hereto understand that this **Agreement** is not a commitment of future appropriations.

3. **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 from its FY 2011-2012 budget within 30 days of the execution of this Agreement by all parties hereto; and an additional \$36,000 from its FY 2012-2013 budget by October 31, 2012; and an additional \$36,000 from its FY 2013-2014 budget by October 31, 2013 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.
4. **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 6. Method of Payment/Stop Work** of this Agreement.
  - (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.
5. **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.

- Provide periodic updates of the plans, goals, objectives and measurable outcomes from which progress can be evaluated for the Office on Homelessness.
- ~~Within 90 days of the Effective Date of this Agreement develop plans, goals, objectives and measurable outcomes from which progress can be evaluated for the Office on Homelessness; and submit to the City and County with the first quarter report.~~
- 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.

- Director of Homeless Services of the Office on Homelessness to schedule a quarterly meeting with City and County staff to review the Office on Homelessness quarterly progress report.
6. Method of Payment/Stop Work – Contingent upon the annual funding by the City and County, the City shall compensate the ACHA \$18,000 per quarter not to exceed \$72,000 per year.

For all services actually, timely and faithfully performed, the ACHA will be paid \$18,000 on a quarterly basis for each of the twelve (12) quarters of the three-year 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 **business** days to **review and approve reimbursement of 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 by Section 5. In the event an invoice and quarterly report are not received by the City within 15 days of the end of a calendar quarter, the ACHA (including the Director of Homeless Services and the Office on Homelessness) is not authorized to provide further services under this Agreement until such time as the delinquent invoice and report are submitted to the City. In the event the ACHA (including the Director of Homeless Services and the Office on Homelessness) disregards this provision and continues to provide services, such services shall be provided at the sole cost and expense of the ACHA and shall not be eligible for reimbursement under this Agreement.

~~Any excess funds originating from the County under terms of this agreement and remaining unexpended by the City pursuant to purposes established in this agreement shall be returned to the County.~~

**In the event excess (unexpended) funds remain at the termination or expiration of this Agreement, such funds shall be returned to the County and City in the same percentage as actual funds were contributed.**

The City shall provide a financial close out report within 30 days of the termination of the period of this agreement consisting of documentation of the City's expenditures of both City and County funds.

7. 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 Johnson, Contracts Coordinator  
Alachua County  
105 SE 1<sup>st</sup> Ave., #6  
Gainesville, FL 32601  
ATTN: OMB

8. 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 **defaulting party** ~~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 **with or** 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.

9. 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.
10. 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 **ACHA 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 **ACHA State of Florida**, and their agents and agencies beyond the waiver provided in §768.28, Florida Statutes.
11. Laws & Regulations - The City, County and ACHA will comply with all laws, ordinances, **and 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.
12. Assignment of Interest - No party will assign or transfer any interest in this Agreement without prior written consent of the other parties.
13. Successors and Assigns - The County and City and ACHA 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.

14. Third Party Beneficiaries - This Agreement does not create any relationship with, or any rights in favor of, any third party.
15. 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.
16. Non Waiver - The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
17. Governing Law and Venue - This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
18. Attachments - All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
19. Amendments - The parties may amend this Agreement only by mutual written agreement of the parties.
20. Captions and Section Headings - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
21. 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.
22. 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.
23. 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: \_\_\_\_\_  
Lee Pinkoson, Chair  
Board of County Commissioners

APPROVED AS TO FORM

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

**CITY OF GAINESVILLE**

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

By: \_\_\_\_\_  
Craig Lowe, 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