

LEGISLATIVE #

110287

INTERLOCAL AGREEMENT

This agreement is entered into this ____ day of _____, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and the City of Gainesville, a municipal corporation, hereinafter referred to as "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 County and the City wish to fund an Emergency Shelter Program to support non-profit organizations in the operations of emergency shelter services for the purposes of ensuring the health and safety of homeless individuals during periods of cold weather or other emergencies caused by extraordinary circumstances that threaten the physical health and/or welfare of homeless persons;

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 from October 1, 2011 and shall continue to September 30, 2013. Pursuant to §163.01(11), Florida Statutes, this agreement shall be recorded 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: Provide the City \$25,000 from its FY 2011-2012 budget within 30 days of the execution of this Agreement by all parties hereto; and an additional \$25,000 from its FY 2012-2013 budget by October 31, 2012 as the County's contribution towards this agreement. The County's performance and obligation to pay under this Interlocal Agreement is contingent upon specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Interlocal Agreement is not a commitment of future appropriations.

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

- a. Administer the program, including choosing and paying the non-profit organization(s), and monitoring the non-profit organization(s)'s performance and expenditure of funds under this Agreement;
- b. Contribute \$25,000 each Fiscal Year to the program. The City's performance and obligation to pay under this Interlocal Agreement is contingent upon specific annual

appropriation by the City Commission. The parties hereto understand that this Interlocal Agreement is not a commitment of future appropriations; and

- c. Within 10 days of the execution of this agreement, submit an invoice to the County requesting the referenced payment of \$25,000 for FY 2011-2012; and by October 15, 2012 submit an invoice to the County requesting the reference payment of \$25,000 for FY 2012-2013.

4. Financial Close Out Reports – The City shall provide the County with two financial close out reports. Those reports shall consist of documentation of the City's expenditures of both City and County funds for emergency shelter services for the applicable Fiscal Year. Additionally, the reports shall describe with reasonable particularity each service rendered, the dates thereof, and the agencies or organizations rendering such service. The first financial close out report shall be for the 2011-2012 Fiscal Year and shall be submitted to the County by October 31, 2012. The second financial close out report shall be for the 2012-2013 Fiscal Year and shall be submitted to the County by October 31, 2013.

5. Funds Not Expended – Based on the Financial Close Out Reports, any funds provided for emergency shelter services for homeless persons and families, and not expended by the end of the fiscal year, shall be divided equally between the City and the County.

6. 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, City's and County representative are:

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

City: Russ Blackburn, City of Gainesville Manager
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. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

and

Office of Management and Budget
Alachua County
105 SE 1st Ave., #6
Gainesville, FL 32601

7. Default and Termination - The failure of either party to comply with any provision of this agreement will place that party in default. Prior to terminating the agreement, the non-defaulting party will notify the defaulting party in writing. This notification will make specific reference to the provision which gave rise to the default. The non-defaulting party will give the defaulting party seven (7) days to cure the default. County Manager Randall H. Reid 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 Randall H. Reid is authorized to provide final termination notice on behalf of the County to the City.

City Manager Russ Blackburn 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 Russ Blackburn is authorized to provide final termination notice on behalf of the City to the County.

Either party may terminate the agreement without cause by first providing at least thirty (30) days written notice to the other prior to the termination date. The County Manager Randall H. Reid is authorized to provide written notice of termination on behalf of the County. The City Manager Russ Blackburn is authorized to provide written notice of termination 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.

8. 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.

9. Insurance - The parties certify that they are self insured in accordance with the provisions of §768.28.

10. Permits – The City will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

11. Laws & Regulations – The City will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The City is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement.

12. Liability -Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its

sovereign immunity or the provisions of §768.28, Florida Statutes.

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

14. 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.

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

16. 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.

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

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

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

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

21. Captions and Section Headings - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

22. 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.

23. 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.

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 supersedes all prior written or oral agreements, understandings, or representations.

This Agreement shall take effect upon the date of execution by the parties under the terms and specifications contained in this Agreement.

ALACHUA COUNTY, FLORIDA

Attest: _____
J. K. Irby, Clerk

By: _____
Lee Pinkoson
Chair, Board of County Commissioners

APPROVED AS TO FORM
AND LEGALITY

Alachua County Attorney

CITY OF GAINESVILLE, FLORIDA

Attest: _____
Clerk of the Commission

By: _____
Craig Lowe, Mayor
City of Gainesville

APPROVED AS TO FORM
AND LEGALITY

City Attorney