

LEGISLATIVE FILE

#200160

INTERLOCAL AGREEMENT CREATING THE JOINT WATER AND CLIMATE POLICY BOARD

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, by and through its City Commission (the "City"). The City and County are collectively referred to as the "Parties" and individually referred to as each "Party."

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 issues of water quality and climate change impact the City and the County, and is an emerging public health issue, as well as a quality of life issue, that is concerning to County and City residents; and

WHEREAS, the complexity of addressing water quality issues and climate change, as well as the need for comprehensive solutions to these issues, requires a collaborative effort between the City and the County; and

WHEREAS, the Board of County Commissioners recognizes the critical importance of coordinating a climate change response with the City of Gainesville, the county's largest urban center and county seat; and

WHEREAS, the City and County agree that addressing the impacts of climate change and preserving water quality serves valid public health, safety and welfare purposes; and

WHEREAS, the City and County each desire to address the various impacts of climate change and ensure that water resources in the City and County are protected and preserved through joint efforts, including through the creation of a Joint Water and Climate Policy Board, as further described 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 of Agreement; Recording.** This Agreement shall become effective on _____ (the "Effective Date") for a term of five years, ending on December 31, 2025, 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 Official Records of Alachua County, Florida.

2. **Joint Water and Climate Policy Board.** The City and County desire to create a joint advisory board that will provide guidance to the County, the City, and other municipalities located within Alachua County regarding effective ways to mitigate, address, and prepare for climate change and its direct and indirect impacts within Alachua County. The Joint Water and Climate Policy Board will assist and advise the County, the City, and other municipalities within Alachua County on innovative climate adaptation and mitigation strategies, policies, and target goals, as well as water policy within Alachua County for purposes of preserving and protecting the water resources of Alachua County for the benefit of the natural environment and the residents of Alachua County. The Joint Water and Climate Policy 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; setting policy; encumbering, authorizing use of, or otherwise committing City or County funding will require action by the City Commission, County Commission, or both, as appropriate to the decision.

a. **Creation and Composition**

The Parties hereby establish a Joint Water and Climate Policy Board that consists of seven members, as follows:

- (1) Three members of the City Commission, appointed by the City Commission; and
- (2) Three members of the Board of County Commissioners, appointed by the Board of County Commissioners; and
- (3) One member, who is a member of one of the remaining eight city commissions within Alachua County, appointed by a majority of the six members of the Joint Water and Climate Policy Board from the City and County.

b. **Term.**

All members of the Joint Water and Climate Policy Board shall serve for a term of one year from the date of appointment. In the event that a new appointment cannot be made by the end of a term, the member serving in that role will continue to fill the vacant position until a new member is appointed in accordance with this Agreement.

- c. **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 commission or entity that appointed that member.

- d. **Compliance with Law.** The Joint Water and Climate Policy 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 Records Law (Chapter 119, Florida Statutes), all as may be amended.
- e. **Resources.** The County and City shall provide administrative support to the Joint Water and Climate Policy Board, including, without limitation, serving as clerk, publishing a notice of meetings, preparing an agenda and recording and keeping official minutes of each meeting. The County shall provide administrative support during years in which a County commissioner is acting as chairperson of the Joint Water and Climate Policy Board while the City shall provide administrative support during years in which a City commissioner acts as chairperson.

In addition, the Joint Water and Climate Policy Board may request information and assistance from City staff and County staff, as necessary.

The Joint Water and Climate Policy Board may create such other advisory councils or advisory committees, as it deems necessary or appropriate, to provide assistance or input.

f. **Joint Water and Climate Policy Board Meetings and Procedure**

- (1) The Joint Water and Climate Policy Board shall elect a chairperson and vice-chairperson, with the Chair alternating annually between a commissioner appointed by the City and a commissioner appointed by the County. The vice-chairperson shall alternate annually to whichever Party's members are not eligible to serve as chairperson for that year.
 - (2) The Joint Water and Climate Policy Board shall hold public meetings at least quarterly. 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.
 - (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.
3. **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: Alachua County Manager

12 SE 1st Street
Gainesville, FL 32601

City: 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:

Office of Management and Budget
Attn: Contracts
12 SE 1st Street
Gainesville, FL 32601

4. **Default and Termination.** Either Party may terminate this Agreement (through action of its respective Commission) with or without cause by first providing at least 30 calendar 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.
5. **Public Records.** Each Party shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the other Party, copies of all public records regarding the subject of this Agreement which are in the possession of the Party. All records stored electronically shall be provided to the requesting Party in a format that is compatible with the information technology systems of the requesting Party.
6. **Laws & Regulations.** Each Party will comply with all laws, ordinances, regulations, and requirements applicable to the performance of this Agreement. 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.
7. **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.
8. **Modification and Waiver.** The provisions of this Agreement may only be modified or waived in writing, executed with the same formalities as this Agreement. The failure of any Party to exercise any right in this Agreement shall not be considered a waiver of such right.
9. **Successors and Assigns.** Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. 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.
10. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any

rights in favor of, any third party.

- 11. **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
- 12. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
- 13. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
- 14. **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.
- 15. **Counterparts.** This Agreement may be executed in any number of and by the 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.
- 16. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations made by or offered between the Parties.

In witness whereof, the Parties execute this Agreement, effective on the date provided on page one of this Agreement.

City of Gainesville

Lauren Poe, Mayor

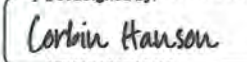
Approved as to form

Nicolle Shalley, City Attorney

Alachua County


Robert Hutchinson, Chair
Board of County Commissioners

Approved as to form



Sylvia Torres, County Attorney