

LEGISLATIVE #

110948

**INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND THE CITY OF
GAINESVILLE FOR RESPITE CARE FOR HOMELESS PERSONS DISCHARGED
FROM SHANDS AND NORTH FLORIDA REGIONAL HOSPITALS**

This Agreement is entered into this 13th day of September, 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 support the provision of respite care services for the purposes of ensuring the health and safety of homeless individuals during brief periods of recovery after discharge from medical care at Shands at the University of Florida and North Florida Regional Medical Center hospitals,

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

1. Term - The term of this agreement is August 1, 2011 through September 30, 2012, pursuant to §163.01(11), Florida Statutes.
2. Funding - Pursuant to the terms and conditions of this agreement, the Board of County Commissioners contribute an initial amount of \$1,500 in FY2010-2011; and the City Commission shall contribute an initial amount of \$1,500 in FY 2010-2011 for a total amount of \$3,000. During the term of this agreement, the dollar amounts to be contributed and paid by the City and County; may be amended by exchange of written letters between the City Manager and County Manager, as funding is appropriated by the City Commission and Board of County Commissioners.

The City's and County's performance and obligation to pay 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:
 - a. Manage and expend the funding provided under this agreement for the sole purpose of reimbursing local service provider(s), selected by the County through such procurement processes as it deems appropriate, for the provision of respite care housing and services to homeless patients discharged from Shands at University of Florida and North Florida Regional Medical Center hospitals in Gainesville, Florida and referred to such local service provider(s). Respite care housing and services will be provided to homeless persons who have been discharged and referred by either of the two hospitals identified above, who has been judged in need of respite services at the hospitals. The County will require the service provider(s) to operate the respite care programs in a secure, effective, and efficient manner, in compliance with all laws, and to complete and maintain such records as are necessary to document all services provided under the respite care program.
 - b. Expend the funding provided by the City and the County pursuant to Section 2 in equal amounts, such that the City and County are equally splitting the cost of the services provided pursuant to this agreement.
4. Duties of the City - The City shall have and perform the following duties, obligations, and responsibilities to the County: the City shall pay the funding described in Section 2 to the County upon receipt from the County of an invoice requesting payment of same which shall be used by the County solely for the delivery of services described herein.
5. Method of Payment - For all services actually, timely and faithfully performed, the County will be paid as follows:
 - a. The County shall be paid as described in Section 4, Duties of the City.
 - b. The invoices shall bear the signature of the County, which signature shall constitute the County's representation to the City that the services indicated in the invoice will be provided, will reach the level stated, will serve a public purpose, will be properly and timely performed as required herein, and that the anticipated costs included in the invoice will be reasonably incurred in accordance with this Agreement. Any excess funds originating from the City under terms of this agreement and remaining unexpended by the County pursuant to purposes established in this agreement shall be returned to the City. The County shall

provide a financial close out report within 30 days of the termination or expiration of the term of this agreement consisting of documentation of the County's expenditures of both City and County funds for services provided during the term of this agreement. The County shall submit invoices to the City at the following address:

City of Gainesville
Billing & Collections
P.O. Box 490, MS 47
Gainesville, FL 32602-0490

c. The City shall make payment to the County, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payments shall be made to the following address:

Community Support Services Department
c/o John Skelly
218 SE 24 Street
Gainesville, FL 32641

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	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		

7. Default and Termination - The failure of either party to this agreement to comply with any provision of this agreement will place that party in default. Prior to terminating the

agreement, the either party will notify the other party in writing. This notification will make specific reference to the provision which gave rise to the default. The complaining party will give the other party seven (7) days to cure the default.

The Director of Community Support Services is authorized to provide written notice of default 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.

The City Manager or his designee is authorized to provide written notice of default on behalf of the City, and if the default situation is not corrected within the allotted time, the City Manager or 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.

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, Florida Statutes.
10. Permits - The County will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
11. Laws & Regulations - The County will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The party County 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 - Except as otherwise provided by this agreement, 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. 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.
24. Entire Agreement - This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

ALACHUA COUNTY, FLORIDA

Witness:

Rhade Baxter

By: RAA
Randall H. Reid, County Manager

APPROVED AS TO FORM .

Ray L...
Alachua County Attorney's Office

CITY OF GAINESVILLE

Witness:

Helen Harris

By: Russ Blackburn
Russ Blackburn, City Manager

APPROVED AS TO FORM
AND LEGALITY:

Nicole M. Shalley
City Attorney - Sr. Assistant