

AGREEMENT PURSUANT TO GO SOLAR-FLORIDA

This is an Agreement, made and entered into by and between: ALACHUA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF GAINESVILLE, a municipal corporation of the State of Florida, hereinafter referred to as "GAINESVILLE"

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, Broward County is the lead organization under the U.S. Department of Energy ("DOE") Rooftop Solar Challenge Agreement Number DE-FOA-0000788 ("RSCII") and the project is entitled Go SOLAR-Florida; and

WHEREAS, RSCII and Go SOLAR-Florida are part of a DOE initiative, which strives to make solar energy cost-competitive with other forms of energy by 2020; and

WHEREAS, COUNTY is one of the sub-recipients of RSCII; and

WHEREAS, COUNTY and GAINESVILLE have agreed to work together on Go SOLAR-Florida; and

WHEREAS, Broward County was one (1) of twenty-two (22) regional teams that previously received funding from DOE under the Rooftop Solar Challenge (RSCI) ("Go SOLAR"); and

WHEREAS, pursuant to Go SOLAR, Broward County previously implemented improvements within Broward County to create an online permitting system for rooftop solar photovoltaic systems, and assisted municipalities in zoning, education, and a community-wide outreach campaign (collectively, the "Broward Online System"); and

WHEREAS, through Go SOLAR and the Broward Online System, a comprehensive online permitting system has been developed with partner municipalities for use by applicants and municipal officials for permitting, inspections, and code enforcement; and

WHEREAS, Go SOLAR-Florida seeks to expand the type of online permitting process utilized in the Broward Online System within seven (7) counties in Florida, and to promote the use of solar power generally through zoning policies, procedures, and practices; and

WHEREAS, Broward County, pursuant to Go SOLAR-Florida, will build upon the

lessons, tools, and experience developed in Go SOLAR to expand their approach on a regional basis, beginning with an additional fifteen (15) jurisdictions, nine (9) additional local municipalities and six (6) county and city jurisdictions in Florida, (Alachua, Miami-Dade, Monroe, Orange, City of Venice (Sarasota County), and St. Lucie) (collectively, the "Participating Jurisdictions"); and

WHEREAS, Go SOLAR-Florida seeks to develop policies and procedures to standardize online permitting and remove planning and zoning barriers (to include historical building and other concerns) within each Participating Jurisdiction, by working with Florida Atlantic University, School of Urban and Regional Planning, and with the Florida Solar Energy Center, a research institute of the University of Central Florida, to provide a single, uniform source of structural and electrical design plans for all Go SOLAR-Florida partners; and

WHEREAS, COUNTY and GAINESVILLE desire to work together to set up a similar system as the Broward Online System for COUNTY and GAINESVILLE, pursuant to the terms and conditions hereafter set forth,

NOW, THEREFORE, for and in consideration of the services rendered by GAINESVILLE prior to the effective date of this Agreement, and of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and GAINESVILLE agree as follows:

ARTICLE 1 - DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **Agreement** - This Agreement includes Articles 1 through 10 and the exhibits and documents that are expressly incorporated herein by reference.

1.2 **Board** - The Board of County Commissioners of Alachua County, Florida.

1.3 **Contract Administrator** - The Contract Administrator shall be the Project Manager for COUNTY on the RSCII, the Go SOLAR - Florida project. The primary responsibilities of the Contract Administrator are to coordinate and communicate with GAINESVILLE and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

ARTICLE 2 – PREAMBLE

2.1 The RSCII agreement granted funding to Broward County for the use in the implementation of Go SOLAR-Florida and Broward County in turn granted a portion of said funding to COUNTY. COUNTY shall utilize a portion of said funding to compensate GAINESVILLE for its performance of services under this Agreement. The RSCII funding is allocated in the form of a monetary grant ("Federal Dollars") and a cost share requirement ("Cost Share Requirement").

ARTICLE 3 - SCOPE OF SERVICES

3.1 COUNTY and GAINESVILLE shall perform all work identified in Exhibit "A."

3.2 GAINESVILLE acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 4 - COMPENSATION

4.1 The total project cost for this Agreement shall be Twenty-five Thousand and No/100 Dollars (\$25,000.00).

4.2 COUNTY shall pay GAINESVILLE, in the manner specified in Exhibit "A", up to a maximum amount of Twenty-five Thousand and No/100 Dollars (\$25,000.00) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by GAINESVILLE as full compensation for all such work. This amount has been allocated to be paid to GAINESVILLE from Federal Dollars. GAINESVILLE acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate GAINESVILLE for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon GAINESVILLE's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

ARTICLE 5 - TERM OF AGREEMENT

5.1 This Agreement shall be effective the date of the last signature of the parties to the Agreement and shall terminate on March 31, 2016.

5.2 This Agreement shall remain in full force and effect until the termination date, unless written notice of termination by the COUNTY or GAINESVILLE is provided pursuant to Article 8, TERMINATION.

ARTICLE 6 - GOVERNMENTAL IMMUNITY

COUNTY and GAINESVILLE are political subdivisions of the State of Florida. Each agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 7 - INSURANCE

COUNTY and GAINESVILLE are each self-insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

ARTICLE 8 - TERMINATION

This Agreement may be terminated by either party without cause upon ninety (90) days written notice to the other party of such termination pursuant to Section 9, NOTICES, herein.

In the event this Agreement is terminated by COUNTY, GAINESVILLE shall be paid for all work executed and actual expenses incurred prior to termination, including commitments which had become firm prior to the termination, in an amount not to exceed the amount payable to GAINESVILLE pursuant to Exhibit "A" and consistent with Article 4. All actual expenses incurred shall have back-up documentation sufficient to verify that such expenses were actually incurred or the work was performed by GAINESVILLE prior to the notice of termination and shall be accompanied by proof of fulfillment of proportional adequate Cost Share Requirement services.

ARTICLE 9 - NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

TO THE COUNTY:

J.K. Irby
Clerk of the Court
12 S.E. 1st Street
Gainesville, Florida 32602
ATTN: Finance and Accounting

With copy to:

Administrative Services - Purchasing
105 S.E. 1st Avenue, Suite 6
Gainesville, Florida 32601
ATTN: Contracts

TO GAINESVILLE:

City of Gainesville
Attention: City Manager
P.O. Box 490, Station 6
Gainesville, FL 32602

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 **ASSIGNMENT:** GAINESVILLE shall perform the selected services provided for in this Agreement exclusively and solely for COUNTY which is a party to this Agreement. Neither party shall have the right to assign this Agreement.

10.2 **AMENDMENTS:** No modifications, amendments, or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.3 **COMPLIANCE WITH LAWS:** GAINESVILLE shall comply with all federal, state, local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement including those specifically incorporated within RSCII.

10.4 **WAIVER:** The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

10.5 **SEVERABILITY:** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

10.6 **ENTIRE AGREEMENT:** This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matter contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or incorporated into this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or

agreements, whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

10.7 INDEPENDENT CONTRACTOR: GAINESVILLE is an independent contractor under this Agreement. Services provided by GAINESVILLE pursuant to this Agreement shall be subject to the supervision of GAINESVILLE. In providing such services, neither GAINESVILLE nor its agents shall act as officers, employees, or agents of COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

10.8 CHOICE OF LAW; WAIVER OF JURY TRIAL: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of Alachua County, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

10.9 DRAFTING: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

10.10 RECORDING: This Agreement shall be recorded in the Public Records of Alachua County, in accordance with the Florida Interlocal Cooperation Act of 1969.

10.11 INCORPORATION BY REFERENCE: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

10.12 MULTIPLE ORIGINALS: Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: ALACHUA COUNTY, authorized to execute same by Board action on day of _____, 2014, and CITY OF GAINESVILLE, signing by and through its City Mayor, duly authorized to execute same.

COUNTY

AGREEMENT PURSUANT TO GO SOLAR-FLORIDA

ALACHUA COUNTY

ALACHUA COUNTY, through its Board of County Commissioners

By _____
Lee Pinkoson, Chair

___ day of _____, 20___

Attest:

ALACHUA COUNTY Clerk

___ day of _____, 20___

APPROVED AS TO FORM:

ALACHUA COUNTY Attorney

GAINESVILLE

AGREEMENT PURSUANT TO GO SOLAR-FLORIDA

CITY OF GAINESVILLE

CITY OF GAINESVILLE, through its
CITY COMMISSION

By _____
Edward B. Braddy, Mayor

____ day of _____, 20____

Attest:

CITY OF GAINESVILLE Clerk

____ day of _____, 20____

APPROVED AS TO FORM AND LEGALITY:

~~APPROVED AS TO FORM AND LEGALITY~~
By: _____ 11/3/14
Sean M. McDermott
Assistant City Attorney I
City of Gainesville, Florida

CITY OF GAINESVILLE, City Attorney's Office

Exhibit "A"

Scope of Services

Project: Broward County's Rooftop Solar Challenge II – Go SOLAR-Florida

Topic Area: Regional standardization (Topic Area B)

GAINESVILLE Estimated Budget:	TOTAL PROJECT COSTS:	\$25,000.00
	TOTAL FEDERAL FUNDING:	\$25,000.00
	GAINESVILLE COST SHARE:	\$0.00

In Go SOLAR-Florida, Broward County will build upon the lessons, tools, and experience developed in its inaugural effort to expand the Go SOLAR project on a regional basis. The roll out will begin by working cooperatively with nine (9) municipalities within Broward County that did not participate in RSCI. With the addition of Cooper City, Hollywood, Lauderdale Lakes, Lauderhill, Lighthouse Point, Margate, Pembroke Pines, Plantation, and Wilton Manors, the population served by the Go SOLAR permitting system will exceed 1.5 million. Reaching beyond the boundaries of Broward County, five (5) large and medium-sized counties and one city from across the State have also agreed to participate. Confirmed partners from across the State, representing an additional population of 4 million, include Miami-Dade County, Monroe County, Orange County, St. Lucie County, and Alachua County, and the City of Venice.

Broward County has applied and been approved by DOE under Topic Area B — streamlining and standardizing processes at the regional level — using a collaborative approach. The State of Florida, with more than one hundred (100) independent jurisdictions, sees permitting as a local issue, and there will be considerable challenge to move all jurisdictions to a centralized permitting responsibility at the present time. For this reason, RSCII (Go SOLAR-Florida) will be based upon existing relationships with communities that are committed to sustainability and excited about replicating the concepts developed by Go SOLAR. In recent years, Broward County has been recognized nationally for its work with many of these regional stakeholders to influence local, state, and federal energy and environmental policies through the Southeast Florida Regional Climate Change Compact and Large Urban County Caucus. This proposal presents a unique opportunity to develop a robust, collaborative partnership across the State.

The Go SOLAR-Florida team will develop policies and procedures to standardize online permitting and remove planning and zoning barriers within each participating jurisdiction, work with FSEC to provide a single, uniform source of structural and electrical design plans for Go SOLAR-Florida (This source being named the Florida Solar Permitting System (FSPS)); and promote solar energy and installations through extensive marketing and outreach.

Project: COUNTY will work with GAINESVILLE on the tasks outlined in the RSCII Statement of Project Objectives including Task 3.0: Refine and replicate Go SOLAR - Broward permitting solutions within partnering counties; Task 4.0: Revise Go SOLAR - Broward Planning and Zoning Best Management Practices to reflect new partner input; Task 5.0: Enhance financing options for the installation of rooftop PV systems; Task 6.0: Outreach campaign; Task 7.0: Standardize solar permitting within each county; and Task 8.0: Marketing and outreach campaign. Specifically, GAINESVILLE will assist with these Tasks as follows:

1. Send representatives to coordination meetings with Broward County as needed.
2. Assist, as needed, in the development of a solar permitting system:
 - a. In coordination with Broward County and partnering jurisdictions;
 - b. That furthers the Go Solar - Florida goal of a single solar permitting experience across Florida;
 - c. That will incorporate a universal ePermit application to be used by all Go Solar - Florida applicants;
 - d. Work to achieve an interface with the Florida Solar Energy Center (FSEC) FSPS;
 - e. With the goal of relying on preapproved, pre-certified or deemed to comply electrical and structural plans that when used will require no (preferable) or at the very least expedited review (e.g., one (1) day);
 - f. That will require the minimal number of inspections possible; and
 - g. That will be web based and fully electronic from application to permit issuance.
3. Prepare and present for adoption, as needed, a Land Development Code amendment ordinance to facilitate electronic permitting.
4. Conduct jurisdiction-wide marketing and assist in statewide marketing.
5. Assist partnering jurisdictions in marketing solar energy and solar installations and Go SOLAR-Florida.
6. Participate in Go SOLAR--Florida team meetings and send representatives to Go SOLAR Fests.

Deliverables: Project deliverables shall be delivered to the COUNTY according to the following general timeline.

	Deliverables	Deadline	Task Payment	Acceptance Criteria
1	Work with COUNTY and participating jurisdictions to develop and implement FSPS meeting the requirements described above, and work to achieve an interface with FSEC FSPS.	June 31, 2015	\$9,500	GAINESVILLE confirms functionality of FSPS and interface with FSEC and provides written approval.
2	Prepare and present for adoption, as needed, a Land Development Code amendment ordinance to facilitate electronic permitting.	August 31, 2015	\$2,500	GAINESVILLE confirms presentation of ordinance by receipt of documentation.
3	Implement solar permitting system in GAINESVILLE for public use.	December 31, 2015	\$5,000	GAINESVILLE confirms availability of permitting system for public use.
4	Conduct jurisdiction-wide marketing, assist in statewide marketing of solar energy and solar installations and Go SOLAR - Florida.	March 31, 2016	\$8,000	GAINESVILLE confirms receipt of marketing materials, schedules and attendance sheets for marketing and outreach as applicable.
Total			\$25,000	

Documentation of Deliverables and Payment: GAINESVILLE shall provide written documentation of completion of each deliverable. COUNTY will have thirty (30) calendar days to review each deliverable and verify whether it meets the agreed acceptance criteria. Upon notification of acceptance from COUNTY, GAINESVILLE will issue an invoice for the deliverable. Payments shall be made by COUNTY on a quarterly basis, using the Go SOLAR-Florida invoice template, pursuant to standard COUNTY payment practices and consistent with "Article 4 – Compensation" of the Agreement.