

INTERLOCAL AGREEMENT

This agreement is entered into this ____ day of _____, 2009 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 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 its Effective Date and continuing through September 30, 2011. Pursuant to §163.01(11), Florida Statutes, this agreement shall be deemed effective upon the official recording of the fully executed Interlocal Agreement with the Alachua County Clerk of Courts (the "Effective Date").

2. Duties of the City - The City shall have and perform the following duties, obligations, and responsibilities to the County: Provide funding to local organizations for the purpose of providing emergency shelter services to homeless individuals for the purposes described above, and expend at least \$25,000 of City funding for such purposes during each of the two periods of time described below in Section 3. Duties of the County prior to invoicing the County for up to \$25,000 to be used for such purposes. City funds described in this Section 2. Duties of the City must be expended for services rendered, and not merely encumbered, prior to invoicing the County. For FY 2009-2010, the City Commission shall contribute \$25,000; and for FY 2010-2011, the City Commission shall contribute \$25,000 pursuant to the terms and conditions of this Interlocal Agreement. The City's performance and obligation to pay under this Interlocal Agreement is contingent upon a specific annual appropriation by the City Commissioners. The parties hereto understand that this Interlocal 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:

During the period October 1, 2009 through September 30, 2010, the County shall pay up to \$25,000 to the City upon receipt from the City of an invoice requesting payment of up to \$25,000, which shall be used by the City solely for the delivery of services described herein. During the period October 1, 2010 through September 30, 2011, the County shall pay up to \$25,000 to the City upon receipt from the City of an invoice requesting payment of up to \$25,000, which shall be used by the City solely for the delivery of services described herein. For FY 2009-2010, the Board of County Commissioners shall contribute \$25,000; and for FY 2010-2011, the Board of County Commissioners shall contribute \$25,000 pursuant to the terms and conditions of the this Interlocal Agreement. The County's performance and obligation to pay under this Interlocal Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Interlocal Agreement is not a commitment of future appropriations.

4. Method of Payment - For all services actually, timely and faithfully performed, the City will be paid as follows:

a. The City shall be paid an amount not to exceed \$25,000 for each fiscal year (October – September) during the effective term of this agreement, not to exceed a total of \$50,000.00 for the two year term of the Agreement provided that the maximum reimbursement for the County will not exceed \$25,000.00 for any one year period further provided that the City has expended \$25,000 of City funds for emergency shelter services during all or through some portion of the periods of October 1, 2009 through September 30, 2010, and October 1, 2010 through September 30, 2011, as described in Section 3, Duties of the County.

b. As a condition precedent for any payment, the City shall submit an invoice to the County requesting payment for services rendered and expenses incurred. The City's invoice shall describe with reasonable particularity each service rendered, the dates thereof, and the agencies or organizations rendering such service on behalf of the City. The City's invoice for services provided during each year of the two periods of time described in Section 3. Duties of the County shall be accompanied by copies of the agreements between the City and its contractors for emergency shelter services and evidence that the City has paid at least \$25,000 for emergency shelter services during each of the two periods of time as described in Section 3. Duties of the County. The invoice shall bear the signature of the City, which signature shall constitute the City's representation to the County that the services indicated in the invoice reached the level stated, served a public purpose, was properly and timely performed as required herein, and that the expenses included in the invoice were reasonably incurred in accordance with 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.

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 for emergency shelter services which began on or after October 1, 2009 and were provided throughout the period of this agreement. The City shall submit invoices to the County at the following address:

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

c. The County shall make payment to the City, 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:

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

5. 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. "Buddy" 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

6. 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.

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.

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 County will pay the other for all work completed prior to any notice of termination.

7. 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.

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

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

10. Laws & Regulations – The City will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The party 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.

11. 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.

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

13. 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

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 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.

22. 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.

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

Attest: _____
Clerk, by Deputy Clerk

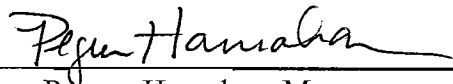
By: _____
Cynthia M. Chestnut
Chair, Board of County Commissioners

APPROVED AS TO FORM
AND LEGALITY

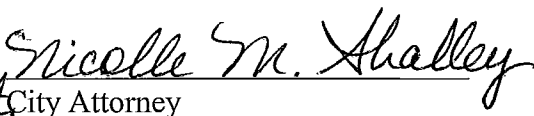
Alachua County Attorney

CITY OF GAINESVILLE, FLORIDA

Attest:  _____
Clerk of the Commission

By:  _____
Pegeen Hanrahan, Mayor
City of Gainesville

APPROVED AS TO FORM
AND LEGALITY


Sr. Asst. City Attorney