

AMENDMENT TO
INTERLOCAL AGREEMENT
 FOR
 ENVIRONMENTAL SERVICES

THIS AGREEMENT AMENDMENT is made and entered into this ___ day of ~~May 1999,~~
February, 2002 by and between the CITY OF GAINESVILLE, a municipal corporation of the State
 of Florida, hereinafter referred to as the "CITY", and ALACHUA COUNTY, a charter county and a
 political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

The parties hereto mutually agree to the following:

WHEREAS, the CITY desires to provide an enhanced level of Environmental Review
 associated with development review and land use planning activities within the CITY limits; and,

WHEREAS, the CITY has negotiated and received a proposal from the Alachua County
 Environmental Protection Department to provide the enhanced level of Environmental Review; and,

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.

THEREFORE, it is mutually agreed between the CITY and COUNTY on the following:

1. Duties. The COUNTY, by and through its Environmental Protection Department, agrees to
 provide initial screening reviews of all city development applications for potential natural
 resources and contamination impacts. Based upon these initial screening reviews, EPD
 staff would formally request from CITY staff authorization to proceed with comprehensive
 environmental reviews for those development projects determined on a task assignment basis
 to have potentially significant environmental issues. For those development applications for

which EPD does not recommend further environmental review, EPD would provide CITY staff a finding of “no significant environmental impact”. For those development proposals that warrant a comprehensive environmental review (CER), EPD would proceed with such review only after receiving formal authorization from CITY staff. ~~enhanced environment review of development applications for an average of 12 site annually. The CITY’S MANAGER or designee will designate the applications to be review. Approximately 75% of these reviews will be limited to the examination of issues related to possible contamination on the site. These comprehensive environmental reviews would involve EPD staff with specific expertise appropriate to the particular development site. These full reviews would include EPD site inspections, preparation and submittal of a formal environmental assessment report, and EPD staff participation in appropriate public meetings.~~ This examination will also include:-

Rreview of available information to determine if there is a record of contamination at the site; .

The COUNTY will prepare a written report detailing the investigation, its findings and recommendations, including the following:

[Review, as defined below, ~~that~~ is equivalent to that which is provided development in the unincorporated county. The full review will include examination and preparation of a written report detailing investigation, findings and recommendations.]

- Review of the evaluation of the nature and extent of the contamination;
- Review of the evaluation of the effect of the proposed development on the

contamination.

- Possible soil, groundwater, or surface water contamination sites, including petroleum and other pollutants;
- Natural surface waters and wetlands;
- Conservation lands, listed species, significant natural ecological communities;
- Existing potable water supply wells, Wellfield protection areas;
- Karst features (sinkholes, direct connections to the aquifer).

Also as part of the enhanced environmental review service for the CITY designated sites, COUNTY staff will provide the following:

- Attendance at meetings with the applicant for development review as necessary;
- Attendance at staff technical meetings as requested by the CITY;
- Conduct on-site evaluations as necessary and as authorized for development review;
- Provide wildlife, botanical, and ecological expertise;
- Provide water quality expertise for surface and groundwater improvement projects.

The COUNTY and CITY acknowledge that the work product of the COUNTY will be presented to the appropriate reviewing authority as evidence in the review and analysis of development plans.

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2. Method of Payment. The CITY agrees to provide compensation to the COUNTY on an

annual \$20,000 flat fee basis to provide initial screening reviews of all CITY development applications for natural resources and contamination impacts for additional staff costs for a total of \$12,154.00 for the initial period from May 17, 1999 ~~October 1, 2002~~ through and including ~~September 30, 1999~~ and thereafter a total of \$31,600.00 annually. When a comprehensive environmental review is warranted, the CITY will compensate EPD on a \$1,000 fee per application basis to provide full environmental review. When the CITY requests EPD's staff assistance on special projects (such as expert testimony, area studies or proposed annexations) not related to a specific project development, EPD will be compensated on task assignment, time and materials basis. This compensation will be paid by the CITY to the COUNTY in full within 30 days of approval of this agreement by the CITY and the COUNTY.

3. Amendments. This agreement may be amended in writing by consent of the parties hereto, which shall become effective in the same manner as provided herein.
4. Effective Date. This Agreement and any amendments thereto shall become effective upon approval by the CITY and the COUNTY and, pursuant to 163.01(11), Florida Statutes, upon the recording of this agreement by the COUNTY in the public records of Alachua County.
5. Term and Renewal. This Agreement, except as otherwise provided in this Agreement, shall continue in force and effect from date of execution and continue as provided in this amendment through September 30, 2020. Thereafter this agreement shall automatically be renewed for one year periods until terminated by either party as provided for in the agreement.
6. Default and Termination. The failure of either party to comply with any provision of this

agreement will place the 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 that gave rise to the default. The non-defaulting party will give the defaulting party 21 days to cure the default. Anything to the contrary notwithstanding, either party may terminate this agreement without cause by first providing at least 90 days written notice to the other. In the event of termination, payments or refunds for services will be prorated.

7. Indemnification. The parties assume any and all liabilities, claims or damages of any kind attributable to the acts or omission of their respective officers, employees, and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Each party shall give to the other prompt and timely notice of any claim or suit or administrative law proceeding instituted or coming to the knowledge of their respective officers, department heads, or management personnel that in any way reasonably appears to affect or which might affect either party to this agreement, and both shall have the right to participate in the defense of any claim, administrative proceeding or suit to the extent of its own interest.

The County and CITY, through their respective officers, employees, and agents, agree to attend internal meetings, pre-suit investigations, hearings, and trials and assist in securing and giving evidence and obtaining the cooperation and attendance of witnesses.

8. Recording of Agreement. The COUNTY, upon execution of this agreement by all parties, shall record this agreement in the public records of Alachua County, Florida.

9. Notice for Contract Default. Except as otherwise provided in this agreement, any notice, request or approval, from either party to the other party must be made in writing and sent by certified mail, return receipt requested, or by personal deliver. For purpose of notice, CITY and County representatives are:

CITY: City Manager
PO Box 490
Gainesville, FL 32602
Phone: 352-334-5010

COUNTY County Manager
12 SE 1st Street
Gainesville, FL 322601
Phone: 352-374-5210

A copy of any notice, request or approval to the COUNTY must also be sent to:

J.K. "Buddy" Irby
Clerk of the County
PO Box 939
Gainesville, Florida 32602
ATTN: Finance and Accounting

10. Assignment of Interest. Neither party will assign or transfer any interest in this agreement without prior written consent of th other party.
11. Independent Contractor. In the performance of this agreement, the COUNTY is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the CITY. The County is solely responsible for the means, method, techniques, sequence, and procedure utilized by the COUNT in the full performance of the agreement.

12. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.
13. **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.
14. **Non-Waiver.** The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.
15. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
16. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
17. **Construction.** This agreement shall not be construed more strictly against one party than against the others 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.
18. **Entire Agreement.** This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by proper officers.

ATTEST:

J.K. "Buddy" Irby, Clerk of the Circuit Court
(Seal)

ALACHUA COUNTY, FLORIDA

By:
Dave Newport, Chairman
Board of County Commissioners

APPROVED AS TO FORM AND LEGALITY

Alachua County Attorney's Office

ATTEST:

Clerk of the City Commission

CITY OF GAINESVILLE
APPROVED AS TO FORM AND LEGALITY

City Attorney