

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GAINESVILLE AND ALACHUA COUNTY FOR A VICTIM
ADVOCATE COUNSELOR
NO.13327**

THIS First AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and CITY OF GAINESVILLE, which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties previously entered into an Interlocal Agreement dated January 21, 2022 for Victim Advocate Counselor, identified by No. 13327 (the “Agreement”); and

WHEREAS the original agreement provides for a maximum of three (3) extensions or renewals of twelve (12) months each, by written mutual agreement; and

WHEREAS, the Parties desires to amend the Agreement to extend the term and to do as otherwise provided herein.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- A. Amendment. Section #3, of the Agreement titled “Term” is amended to reflect that the Parties shall continue to provide the services described in the original agreement during the period of October 1, 2022, through September 30, 2023.
- B. Amendment. Section #2 of the Agreement titled “Method of Compensation” is amended to reflect amount of compensation shall be increased to \$70,487.00 annually.
- C. Effective Date. Upon and after full execution of this Amendment by the Parties, this Amendment shall be effective on October 1, 2022.
- D. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

CITY OF GAINESVILLE


Cynthia Curry (Aug 30, 2022 18:33 EDT)

Cynthia W. Curry, Interim City Manager

Date: Aug 30, 2022

ALACHUA COUNTY

Marihelen Wheeler, Chair

Date: _____

**GAINESVILLE POLICE
DEPARTMENT**


Lonnie Scott (Aug 26, 2022 10:46 EDT)

Lonnie Scott, Chief of Police

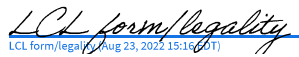
Date: Aug 26, 2022

ATTEST

J.K. "Jess" Irby, Esq., Clerk

Approved as to Form - County

Approved as to Form & Legality – City

By: 
LCL form/legality (Aug 23, 2022 15:16 EDT)

Lee C. Libby, Assistant City Attorney

By: _____

County Attorney's Office

**#13327 INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GAINESVILLE
AND
ALACHUA COUNTY
FOR A VICTIM ADVOCATE COUNSELOR**

THIS AGREEMENT is made and entered into by and between the City of Gainesville, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "CITY" and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the CITY desires assistance from the COUNTY by contracting for a Victim Advocate Counselor position; and

WHEREAS, the COUNTY is willing to assist the CITY by employing the Victim Advocate Counselor; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 enables and encourages local governments to cooperate with each other in the provision of services; and

WHEREAS, the parties intend that the CITY reimburse the COUNTY for Victim Advocate Counselor services, that it requested, since October 1, 2021;

NOW THEREFORE, the parties agree hereto as follows:

SECTION 1. SCOPE OF SERVICES

The Victim Advocate Counselor shall be housed at the Gainesville Police Department, but will be an employee of the COUNTY and supervised by the Crime Victim Program Manager of the Alachua County Victim Services and Rape Crisis Center.

Services provided by the Victim Advocate Counselor shall include, but are not limited to:

- A. Crisis intervention counseling.
- B. Referral to community support agencies for emergency services (such as food, clothing, shelter, transportation, and medical needs).
- C. Case status information and liaison between the victim and the law enforcement officer assigned to the case.
- D. Safety planning.
- E. Assistance with filing Victim Advocate Compensation Claims for medical bills, lost wages, or funeral expenses incurred as a result of the crime.

- F. Accompany and support victims through civil and criminal justice proceedings (law enforcement interview, testimony, deposition, trial, sentencing, protective injunction hearing, etc).
- G. Face-to-face counseling for victims and their families.
- H. Transport victim to court appearances and other appointments related to the victimization.
- I. 24-hour in-person response to all sexual assault victims at the time of reporting.
- J. In-person response to high LAP (Lethality Assessment Program) interpersonal violence victims, accompanied by a law enforcement officer when needed.

Additionally, the Victim Advocate Counselor will provide training to law enforcement personnel to increase awareness of the value of victim advocacy, and as a means to improve understanding of the compensation and assistance available to the victims.

The Victim Advocate Counselor will work closely with social service agencies to make certain that victims receive the help needed and will continue to aid victims as their cases move through the criminal justice system.

The Victim Advocate Counselor will be granted access to computer systems and/or databases owned or operated by, or facilitated through, the City of Gainesville and/or the Gainesville Police Department as deemed necessary for the performance of their duties. The Victim Advocate Counselor is required to adhere to applicable State and Federal laws or regulations as well as City of Gainesville and Gainesville Police Department rules, regulations, policies and usage agreements regarding the access to and security of any such City or Department owned or facilitated computer systems or databases, as well as the information contained therein. Additionally, the Victim Advocate Counselor will be required to maintain the privacy of said information as mandated by State or Federal law or the policies, rules or regulations or usage agreements of the City of Gainesville and/or the Gainesville Police Department, and will notify the Investigations Bureau commander, or designee, immediately upon discovery of any suspected or known breach of, or unauthorized access to any such systems or databases or the information contained therein.

SECTION 2. METHOD OF COMPENSATION

Compensation payable by the CITY to the COUNTY for the Victim Advocate Counselor position under this Agreement shall not exceed \$67,617.00.

To ensure payment of services, the COUNTY shall return a fully executed Agreement to the CITY.

The CITY shall pay only the pro rata amount for services if the position is not staffed (filled).

The COUNTY shall invoice the CITY on a quarterly basis for the Victim Advocate Counselor position for the preceding three-month period. The CITY shall pay the invoices within thirty (30) days after receipt of acceptable services and receipt of an acceptable invoice. Invoices must be created by the COUNTY and shall not be produced by CITY personnel on the COUNTY's

behalf. The COUNTY must accept payment by electronic funds transfer (EFT). The invoices must include a copy of the payroll ledger, timesheets, and paystubs of the employee. The invoices shall be mailed or delivered to:

Gainesville Police Department
Attention: Fiscal Division
Post Office Box 1250
Gainesville, Florida 32627

The COUNTY shall not be paid any amount in excess of the contractually agreed amount plus any additional payment addenda or change orders. Any invoice showing work in excess of the total contracted amount must also show the overage deducted so that the final invoice amount, when paid in full, would not cause CITY payments to exceed the contracted total.

The CITY will provide a City-owned vehicle for the Victim Advocate Counselor to use for official City business connected with the provision of victim advocate services.

The COUNTY shall be liable for any damages caused by the Victim Advocate Counselor, to the extent that sovereign immunity has been waived for employees of Alachua County, while operating any vehicle owned and provided by CITY for use in carrying out the scope of the Victim Advocate Counselor's services.

SECTION 3. TERM

The COUNTY shall commence performance of the Agreement on the date the Agreement is fully executed and continue through September 30, 2022. The parties agree that the COUNTY shall be reimbursed for victim advocate counselor services provided, at the request of the CITY, for the period of October 1, 2021, until the execution of the Agreement in addition to the services provided from the execution of the Agreement until its termination.

This Agreement may be extended or renewed for twelve (12) months by written mutual agreement of the parties, with a maximum of three (3) such extensions/renewals.

SECTION 4. CANCELLATION

Either party may cancel and terminate this Agreement at any time by thirty (30) days written notice of intention to terminate being delivered to the other party. In such event, the CITY shall be required to pay the COUNTY any pro rata amount of compensation owed effective as of the date of cancellation.

SECTION 5. MODIFICATION, ADDITIONS, DELETIONS

No modification, addition, or deletion to this Agreement shall be effective unless made in writing and properly executed by the parties hereto.

SECTION 6. INDEMNIFICATION

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 Section 768.28, Florida Statutes.

SECTION 7. NOTICE

Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery.

For purposes of notice, CITY and COUNTY representatives are:

COUNTY: Director of Community Support Services
218 SE 24th Street, Gainesville, Florida 32641

CITY: Chief Tony R. Jones, Gainesville Police Department
545 NW 8th Avenue, Gainesville, Florida 32601

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

J.K. "Jess" Irby, Esq., Clerk of the Court
12 SE 1st Street, 4th Floor, Gainesville, Florida 32601
Attention: Finance and Accounting

And to:

Procurement Division
12 SE 1st Street, Gainesville, Florida 32601
Attention: Contracts

SECTION 8. ASSIGNMENT OF INTEREST

Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

SECTION 9. 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.

SECTION 10. THIRD PARTY BENEFICIARIES

This Agreement does not create any relationship with, or any rights in favor of, any third party.

SECTION 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.

SECTION 12. NON-WAIVER

The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.

SECTION 13. GOVERNING LAW AND VENUE

The CITY and COUNTY agree this Agreement is governed in accordance with the laws of the State of Florida, and the venue of any proceedings, mediation or arbitration shall be in Alachua County, Florida.

SECTION 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.

SECTION 15. PUBLIC RECORDS AND RETENTION

Florida has a broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into this Agreement, the CITY and COUNTY must: 1) Keep and maintain public records required to perform the service. 2) Upon request from the parties' custodian of public records, provide the each other with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law. 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. 4) Meet all applicable requirements for retaining public records. 5) All records stored electronically must be provided upon request from the custodian of public records of each party to this Agreement, in a format that is compatible with common information technology systems.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Records Coordinator Regional Wilson, wilsonr@cityofgainesville.org Phone: (352) 393-7549, Address: 545 NW 8th Ave, Gainesville, Florida, 32601.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Agenda/Records Coordinator Rachel Yoho, publicrecordsrequest@alachuacounty.us Phone: (352) 264-6906, Address: 12 SE 1st Street, Gainesville, Florida 32601.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of this Agreement between the CITY and the COUNTY. The CITY may pursue all remedies for breach of this Agreement.

SECTION 16. E-VERIFY


The COUNTY shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the agreement; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

SECTION 17. ENTIRE AGREEMENT


This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.


CITY OF GAINESVILLE


Cynthia W. Curry Jan 7, 2022
Interim City Manager Date


ALACHUA COUNTY


Marihelen Wheeler Date
Chair


GAINESVILLE POLICE DEPARTMENT


Tony R. Jones Jan 5, 2022
Chief of Police Date

Approved as to Form - County

DocuSigned by:

By: Robert C. Swain
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County Attorney's Office

Approved as to Form & Legality

By: 
Lee C. Libby
Sr. Assistant City Attorney