

**INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND THE CITY OF ARCHER
FOR DISTRIBUTION OF WILD SPACES &
PUBLIC PLACES ENVIRONMENTAL LANDS,
PARKS AND RECREATION ONE-HALF
PERCENT SALES TAX**

THIS INTERLOCAL AGREEMENT (this "Interlocal Agreement") is entered into this _____ day of _____, 2020, between Alachua County, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County"), and the City of Archer, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, Subsection 212.055(2), Florida Statutes, provides the County the authority to levy, in addition to other taxes allowed by law, a local government infrastructure sales surtax (hereinafter referred to as "Surtax") pursuant to ordinance enacted by a majority of the members of the board of county commissioners and approved by a majority of the electors of the County; and

WHEREAS, Subsection 212.055(2)(c), Florida Statutes, provides that the proceeds of the Surtax levied shall be distributed according to an interlocal agreement between the County governing body and the governing bodies of the municipalities representing a majority of the County's municipal population; and

WHEREAS, pursuant to Subsection 212.055(2)(c), Florida Statutes, the County and the City of Gainesville, which contains a majority of the County's municipal population, entered into an interlocal agreement dated April 20, 2017 ("Authorizing Agreement") establishing the

allocation of Surtax proceeds in accordance with the formulas in Section 218.62, Florida Statutes; and

WHEREAS, said Authorizing Agreement requires that the Florida Department of Revenue distribute a portion of the Surtax directly to the municipalities located within the geographic boundaries of Alachua County, including the Municipality (hereinafter, referred to as "Archer's Formula Share"); and

WHEREAS, the Authorizing Agreement, among other things, requires that \$3 million of the County's formula share of Surtax proceeds be used to fund a competitive grant program available to all nine of Alachua County's municipalities, including the Municipality; and

WHEREAS, on March 28, 2017, the Municipality presented its request for grant funding to the County's Board of County Commissioners ("Board"), whereby the Municipality requested \$250,000 in grant funding for constructing a community gym; and

WHEREAS, the Board awarded the Municipality a grant, in the amount of \$250,000, for construction of its proposed community gym ("Original Project"); and

WHEREAS, the Municipality has not commenced construction of the Original Project, has not expended any grant funding on the Original Project, and no longer desires to construct the Original Project; and

WHEREAS, the Municipality now seeks Board approval to use the grant award to construct a splash pad at Wilson Robinson Park as more particularly described in Section 2 (the "New Project"); and

WHEREAS, the County desires to approve the Municipality's request to use the grant award to construct the New Project; and

WHEREAS, the parties desire to enter into this Interlocal Agreement to implement the grant award.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to Section 163.01, et. seq., Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and Subsection 212.055(2), Florida Statutes, the parties hereto agree as follows:

1.a. Recitals. The parties agree that all of the recitals set forth above are true, correct and are hereby incorporated into, and made part of, this Interlocal Agreement.

1.b. Term. After execution by the Parties, this Interlocal Agreement shall commence and become effective upon filing as provided in paragraph 10, below, and shall continue until the Municipality has completed the Project and the County has reimbursed the Municipality for the County's portion of the Project cost, as required herein.

2. New Project Construction and Funding. The New Project shall consist of constructing a splash pad at Wilson Robinson Park, for use by Archer and County residents, as more particular described in **Exhibit A**. The New Project is consistent with creating and improving park and recreational facilities and shall comply in all respects with the requirements of Subsection 212.055(2), Florida Statutes. The Municipality shall begin construction of the New Project not later than February 1, 2020 and proceed diligently to completion. The Municipality shall complete the New Project by no later than June 30, 2021. In the event that the New Project is not completed by June 30, 2021, the County shall have no further obligations under this Interlocal Agreement and the Municipality shall, within thirty (30) days of its receipt of a written demand by the County, reimburse the County in the amount of 100% of all grant funding actually paid by the County to the Municipality under the Interlocal Agreement. The parties acknowledge and agree that the grant funding provided by the County under this

Interlocal Agreement constitutes matching grant funding; the intent of which is for the County to pay no more than 50% of the actual, total New Project costs incurred and paid by the Municipality to construct the new Project. The Municipality shall submit for financial reimbursement to the County no more frequently than monthly. The County shall reimburse up to fifty percent (50%) of the amount expended by the Municipality for such New Project upon submission by the Municipality of a requisition to the Clerk, accompanied by such documentation as the Clerk may reasonably require. Notwithstanding anything in this Interlocal Agreement to the contrary, the parties acknowledge and agree that maximum amount payable by the County to the Municipality in respect of the New Project is \$250,000. Within 60 days of the completion of the New Project, the Municipality shall provide the County with an accounting of all expenditures paid by the Municipality for the New Project. In the event it is determined by the County that the County paid the Municipality an amount that exceeds 50% of the total New Project construction cost incurred and paid by the Municipality, the Municipality shall reimburse the County the difference between the amount that the County paid the Municipality under this Interlocal Agreement and 50% of the total New Project construction cost.

3. Use of Project by County Residents. Upon completion of the Project: (a) the Project shall be open and available to all County residents at the same fee or fee structure, if any, that is applicable to Municipal residents; and (b) the Municipality shall erect and maintain on-site signage, in a form acceptable to the County, recognizing the contributions of the Alachua County Citizens towards to construction of the Project.

4. Notice. Except as otherwise provided in this Interlocal Agreement, all notices 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, the

representatives of the County and Municipality are:

County: County Manager
12 S.E. 1st Street
Gainesville, FL 32601

Municipality: City Mayor
16870 SW 134th Ave
Archer, FL 32618

5. Default and Termination. The failure of either party to comply with any provision of this Agreement will place that party in default. The party claiming default will notify other party in writing. This notification will make specific reference to the provision which gave rise to the default. The defaulting party will have (7) days to cure the default or to submit a plan to cure acceptable to the other party. The County Manager 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 shall refer the matter to the Board for authorization to terminate this Interlocal Agreement and seek reimbursement of grant funding from the Municipality. The City Mayor is authorized to provide written notice of default on behalf of the Municipality, and if the default situation is not corrected within the allotted time, the City Mayor shall refer the matter to the City Commissioner.

6. Sovereign Immunity. The parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified

in §768.28, Florida Statutes. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

7. Governing Law and Venue. This Interlocal Agreement shall be governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Interlocal Agreement shall be in Alachua County, Florida.

8. Construction. This Interlocal 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 Interlocal Agreement.

9. Counterparts. This agreement may be executed in counterparts and each fully executed counterpart shall be deemed an original instrument.

10. Filing with the Clerk of Court. A copy of this agreement and all subsequent amendments hereto shall be filed with the Clerk of Circuit Court of Alachua County, Florida, upon its execution by all parties hereto.

11. Entire Agreement. This Interlocal Agreement is the entire agreement between the parties and all understandings and agreements are incorporated in this Interlocal Agreement. This Agreement supersedes any prior agreements between the parties relating to the Surtax, except for the Authorizing Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be approved by their respective boards of commissioners and executed by their duly authorized officials of said boards.

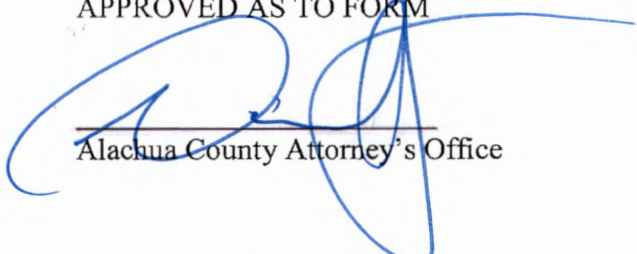
ALACHUA COUNTY, FLORIDA

By: _____
Robert Hutchinson, Chair
Board of County Commissioners

ATTEST:

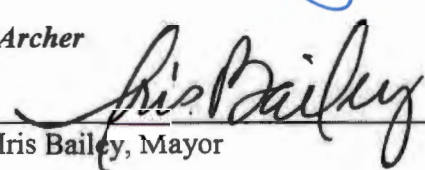
J.K. "Jess" Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM



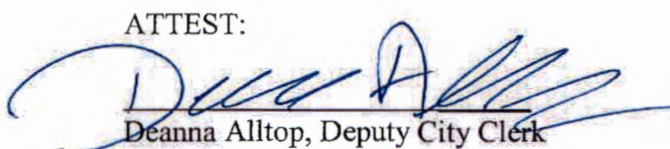
Alachua County Attorney's Office

City of Archer

By: 

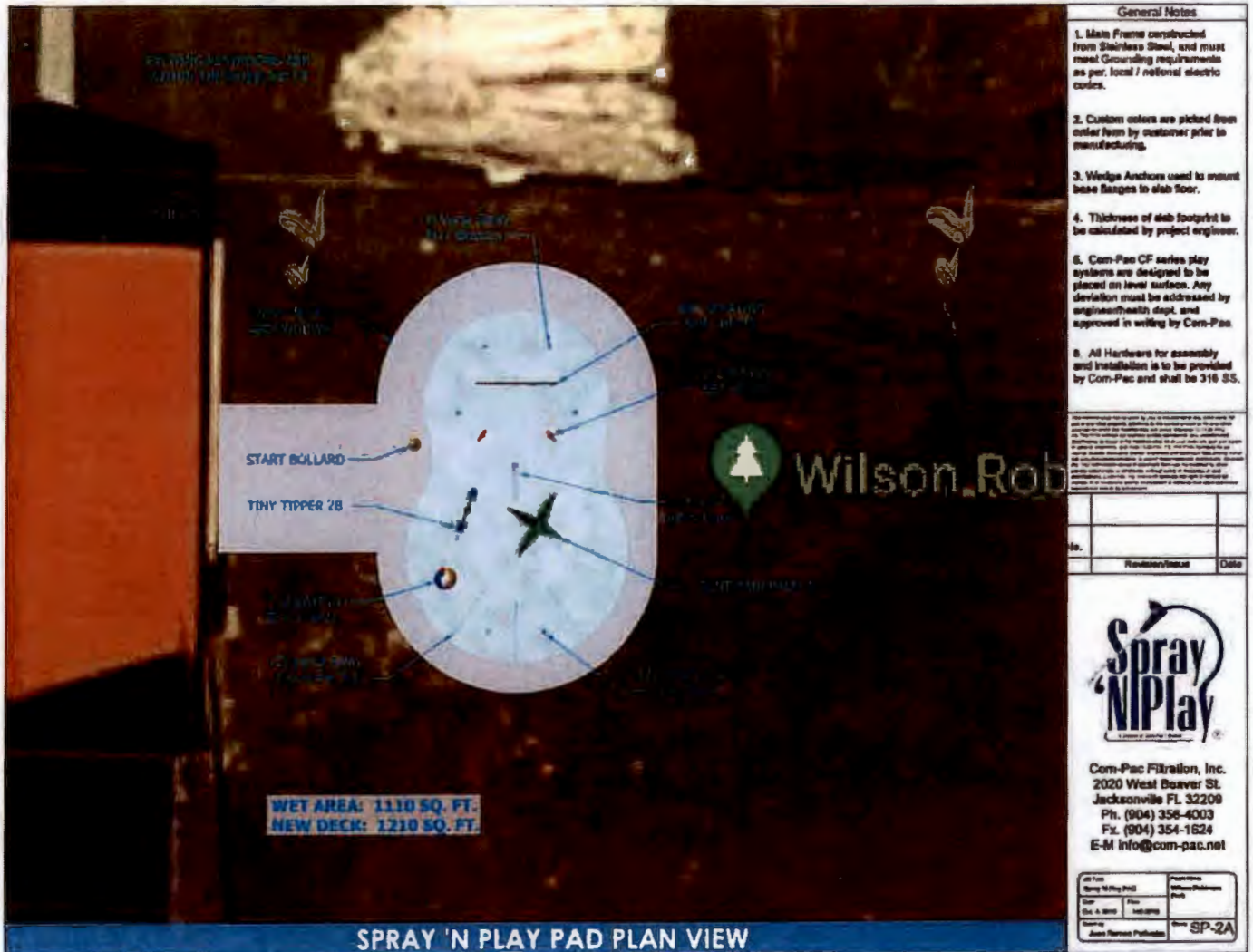
Iris Bailey, Mayor

ATTEST:



Deanna Alltop, Deputy City Clerk
(SEAL)

Exhibit A



| | |
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| General Notes 1. Make Plans coordinated with Electrical, Mechanical, and Structural Engineers. 2. Customer orders are subject to change without notice. 3. Wedge Anchors used to mount base hangers to slab floor. 4. Thickness of slab required to be calculated by project engineer. 5. Components are designed to be placed on level surface. Any deviation must be addressed by engineering in writing by Camp-Pac. 6. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. 7. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. 8. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. 9. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. 10. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. | |
| Material 1. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. 2. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. 3. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. 4. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. 5. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. | Quantity 1. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. 2. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. 3. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. 4. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. 5. All hardware for assembly and installation is to be provided by Camp-Pac and shall be 316 SS. |

Item: SP-28
 Date: 10/1/2019
 Rev: 01
 Drawn: J. Smith
 Checked: J. Smith
 E-Mail: info@camp-pac.com
 P.O. Box 354-1824
 Jacksonville, FL 32209
 Camp-Pac Fitness, Inc.



SPRAY 'N PLAY PAD PERSPECTIVE

FORCE NOT SHOWN FOR CLARITY





SPRAY 'N PLAY PAD PERSPECTIVE

General Notes

1. Main Frame constructed from Stainless Steel, and must meet Grounding requirements as per local / national electric codes.
2. Custom colors are picked from color form by customer prior to manufacturing.
3. Wedge Anchors used to mount base flanges to slab floor.
4. Thickness of slab footprint to be calculated by project engineer.
5. Com-Pac CF series play systems are designed to be placed on level outside. Any deviation must be addressed by engineer/health dept. and approved in writing by Com-Pac.
6. All Hardware for assembly and installation is to be provided by Com-Pac and shall be 316 SS.

These notes are intended to be used in conjunction with the drawings and specifications. The manufacturer shall be responsible for the design and construction of the system. The manufacturer shall be responsible for the design and construction of the system. The manufacturer shall be responsible for the design and construction of the system.

| No. | Revisions/Notes | Date |
|-----|-----------------|------|
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Com-Pac Filtration, Inc.
2020 West Beaver St.
Jacksonville FL 32209
Ph. (904) 356-4003
Fx. (904) 356-1824
E-Mail info@com-pac.net

| | |
|------------------------------|------------------------------|
| Drawn David W. (10/10/07) | Project Name Jacksonville |
| Check David W. (10/10/07) | Drawn David W. (10/10/07) |
| Scale 1" = 10' | Sheet SP-2C |