

**INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY
AND THE SCHOOL BOARD OF ALACHUA COUNTY FOR SERVICES PROVIDED BY THE
ALACHUA COUNTY CRISIS CENTER**

THIS INTERLOCAL AGREEMENT is made and entered by and between **ALACHUA COUNTY**, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County” and the School Board of Alachua County, hereinafter referred to as “SBAC”. Hereafter, the County and SBAC are collectively referred to as the **Parties**.

WITNESSETH:

WHEREAS, Section §163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local government entities, including cities and counties, to enter into agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their citizens; and

WHEREAS, the County, through the Alachua County Crisis Center (the “Crisis Center”), provides 24/7 telephone hotline and Mobile Response Team (CARE Teams) services throughout Alachua County; and

WHEREAS, the Crisis Center is on the same telephone backbone as the 9-1-1 dispatch center which enables a “hot” handoff of 9-1-1 callers facing a crisis. Additionally, as a member agency of the National Suicide Prevention Lifeline, the Alachua County Crisis Center receives calls automatically redirected by the National Suicide Prevention Lifeline for the North Central Florida area; and

WHEREAS, the Crisis Center provides follow-up assessment and referral services to those for who they provide mobile crisis response services; and

WHEREAS, the SBAC contacts the Crisis Center when a student, staff member, or other person is experiencing a crisis for assistance including onsite mobile response; and

WHEREAS, the Parties would like to collaborate to increase the effectiveness and coordination of mobile response crisis services to youth up to age 25 by enhancing collaboration; and

WHEREAS, the Parties are not creating a joint venture or enterprise with respect to this collaborative approach, rather they are organizing their respective roles associated with the delivery of mobile crisis response services.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this Interlocal Agreement, and the mutual agreements and covenants herein contained, the Parties agree as follows:

1. **Term:** After execution by the Parties, this Interlocal Agreement shall commence and become effective upon filing as provided in Section 17, below, and continue until terminated as contained herein or superseded by another Interlocal Agreement.

2. **Purpose and Limitation of Obligation:** The purpose of this Interlocal Agreement is to:

2.1. Enhance the collaboration between the SBAC and the Crisis Center.

2.2. The powers and purposes enumerated in this Interlocal Agreement constitute proper governmental purposes for the benefit and welfare of the citizens of Alachua County and involves the exercise of essential and proper governmental functions.

3. Tasks:

3.1. County through the Crisis Center: Serve as the Mobile Response Team for Alachua County residents in accordance with LSF Procurement and DCF Guidance documents.

3.1.1. Respond to calls for Mobile Response Team Services routed through 9-1-1, or directly to the Crisis Center, within less than sixty minutes of contact.

3.1.2. Ensure individuals and families receiving mobile crisis response services receive appropriate follow-up and referral services, including warm hand-offs to treatment providers based on patient choice and availability of resources for their care.

3.1.3. Coordinate with school personnel, law-enforcement, health clinics, hospitals, and other community agencies to enhance referral into treatment, reduce the use of Baker Acts or arrests, and improve coordination of services for youth and their families.

3.1.4. Work with SBAC to inform its members about the availability of mobile response and other services offered by the Crisis Center.

3.1.5. Work collaboratively with SBAC to address the ongoing need for crisis, treatment, and follow-up services.

- 3.1.6. Maintain a dedicated phone number where SBAC can contact Crisis Center staff directly to request mobile response and other services.
- 3.1.7. Promote information sharing and use of innovative technology like mobile applications, tele-health, etc.
- 3.2. SBAC: Agrees to work collaboratively with the Crisis Center and provide support to the Crisis Center
 - 3.2.1. Contact Crisis Center staff when school personnel identify a student or another individual experiencing an emotional/behavioral health crisis and request a mobile response team.
 - 3.2.2. When requesting onsite response provide sufficient information as to the person's location, description, relevant information regarding the crisis, and an onsite contact person.
 - 3.2.3. Assure the onsite contact person is available to meet the mobile response team upon arrival and provide any additional information to help assess safety concerns.
 - 3.2.4. The onsite contact person or other assigned SBAC personnel shall be available to the mobile response team as needed throughout the duration of the event.
- 3.3. **Both Parties agree to:**
 - 3.3.1. That all services provided for the Program shall adhere to all applicable Federal, state and local laws, rules and regulations (such as HIPAA) and all applicable requirements of licensing or certifying organizations.
 - 3.3.2. The Parties agree that all services shall be performed and delivered in a professional manner using best practices in the industry.
 - 3.3.3. The Parties agree to work together to review and further refine the mobile response process over time and to periodic meetings to ensure ongoing awareness of the purpose and method to access mobile response services.
 - 3.3.4. Provide cross training and consultation on crisis and mobile response services.
 - 3.3.5. Work cooperatively to resolve any issues that arise during the course of administering this Interlocal Agreement.
 - 3.3.6. Work cooperatively to protect the confidentiality of the students' health and

education records. While recognizing that there is an immediate concern for the health, safety, and welfare of the students in crisis as well as others, information obtained through this Interlocal Agreement will not be shared with third parties, except as authorized by law and as necessary to serve the students in crisis. Once the crisis situation is stabilized a release of information will be obtained if ongoing services prove necessary.

3.3.7. Each Party shall be regarded as independent from one another for all purposes. This Interlocal Agreement does not create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between the parties. Neither Party has the authority to bind or act on behalf of the other party.

3.3.8. Each party shall carry all required insurance coverage and meet any other requirements for the performance of its duties under the Mobile Response Team requirements set forth by LSF Health Systems in their RFP.

3.3.9. Either Party may terminate this Interlocal Agreement with or without cause by providing thirty-(30) calendar days' notice of such intent to terminate to the Parties under the Notice Provision.

3.3.10. Each Party is responsible for its own acts or omissions with respect to services provided under this Interlocal Agreement. Alachua County does not waive any immunities as provided by Federal or State law.

3.3.11. This Interlocal Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

4. **Notice.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received: (i) three (3) business days after it is deposited in a United States Postal Service mailbox or (ii) immediately upon personally delivered with signed proof of delivery. For purposes of all notices, the representatives of the County and SBAC are:

County: Alachua County Crisis Center
Alachua County Community Support Services
218 SE 24th Street
Gainesville, FL 32641
Attention: Director

SBAC:

Donna Kidwell
Executive Director of ESE and Student Services
620 E University Ave
Gainesville, FL 32601

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

J.K. "Jess" Irby, Esq., Clerk
12 SE 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, FL 32601
Attn: Contracts

6. **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 the 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 Director, Alachua County Community Support Services 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 is authorized to provide final termination notice on behalf of Alachua to SBAC. The Executive Director of ESE and Student Services
7. Executive Director of ESE and Student Services is authorized to provide written notice of default on behalf of the SBAC, and if the default situation is not corrected within the allotted time.
8. Executive Director of ESE and Student Services is authorized to provide notice of termination on behalf of the SBAC. Neither party may terminate this his Interlocal Agreement for convenience (i.e., without cause).
9. **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.

10. **Assignment of Interest** Neither party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Interlocal Agreement without prior written consent of the other party.
11. **Successors and Assigns.** The SBAC and the County each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Interlocal Agreement.
12. **Third Party Beneficiaries.** This Interlocal Agreement does not create any relationship with, or any rights in favor of, any third party.
13. **Severability.** If any provision of this Interlocal Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
14. **Governing Law and Venue.** This Interlocal Agreement is 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.
15. **Attachments.** All exhibits attached to this Interlocal Agreement are incorporated into and made part of this Interlocal Agreement by reference.
16. **Amendments.** The Parties may amend this Interlocal Agreement only by mutual written agreement that is executed by both Parties and duly recorded in accordance with §163.01(11), Florida Statutes per Section 17.
17. **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.
18. **Counterpart.** This Interlocal Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
19. **Recording of Interlocal and Amendments** Upon execution by the Parties hereto, the County shall file a copy of this Interlocal Agreement with the clerk of the circuit court in and

for Alachua County, Florida. All subsequent amendments to this Interlocal Agreement, if any, shall be filed with the clerk of court in and for Alachua County, Florida.

20. **Entire Agreement.** This Interlocal Agreement constitutes the entire agreement and supersedes all prior written or oral understandings or representations, but does not supersede, replace or amend any existing Interlocal Agreements between the Parties.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

SCHOOL BOARD, ALACHUA COUNTY

By: _____

Name:

Title: Chair, Board of County Commissioners

Date: _____

By: Donna Kidwell

Name: Donna Kidwell

Title: Executive Director, ESE/SSS

Date: Feb. 26 / 2021

ATTEST

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

APPROVED AS TO FORM

Robert C Swain

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Alachua County Attorney's Office

APPROVED AS TO FORM
