

**INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND
THE ALACHUA COUNTY LIBRARY DISTRICT REGARDING STORMWATER
PROJECTS**

This AGREEMENT is entered into this _____ day of _____, 2023 by and between the Alachua County Library District (“District”), an independent taxing district, and 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”).

WITNESSETH:

WHEREAS, the District’s Library Headquarters is located in the watershed of Sweetwater Branch, which is listed as impaired by the State; and

WHEREAS, the District’s High Springs Branch is located in the watershed of the Santa Fe River, which is listed as impaired by the State and is in close proximity to Poe and Hornsby Springs, which are Outstanding Florida Springs; and

WHEREAS, each Library branch has stormwater treatment facilities that could be enhanced to improve water quality and the flow of stormwater runoff to these stormwater facilities can be improved; and

WHEREAS, the County and District desire to protect and improve water quality in the aforementioned waterbodies and ensure that stormwater runoff flows to the stormwater facilities for treatment.

NOW THEREFORE, in consideration of the mutual benefits, and the covenants and agreements herein contained, the parties agree as follows:

1. **Term.** This Agreement shall take effect upon execution and shall remain in effect unless terminated in accordance with paragraph 5, below.
2. **County’s Responsibilities.** Subject to available funding, the County, through the Environmental Protection Department, will perform the following:
 - (a) Contract for the design, permitting and construction of stormwater improvement projects at the Library Headquarters and High Springs Branch (“Projects”) to improve the removal of pollutants from stormwater runoff and to improve the conveyance of stormwater runoff to stormwater facilities.
 - (b) Provide the District with copies of plans at the various stages of design.

- (c) Produce temporary and permanent public education materials for use during construction and after construction is complete.
 - (d) Within 30 calendar days of completion of the Projects, inspect the completed work for deficiencies in performance or materials used and require the construction contractor to correct the deficiencies.
3. **District's Responsibility.** During the term of this Agreement, the District shall:
- (a) Allow the County's employees, agents, contractors, or others performing work for the County under this Agreement access to perform surveys and geotechnical investigations as needed to support the design for the project in section 2.a above.
 - (b) Coordinate with the County on the best time of year for construction and attend pre-bid, pre-construction, and progress meetings with the County and the County's contractors.
 - (c) Sign or co-sign with the County on permit applications or modifications, if required, for the water management district or other permitting agency.
 - (d) Continue to be the operation and maintenance entity and continue to perform routine maintenance activities after construction is complete, such as mowing and maintaining plants and landscaping, and alert the County to any performance or material deficiencies in the Projects that arise after construction is complete.

4. **Liability.** The Parties shall each be responsible for any risk of, or actual, personal injury and property damage attributable to the acts or omissions of their own officers, employees, servants, or agents. Neither Party agrees to indemnify the other under this Agreement. Nothing in this Agreement shall be interpreted as a waiver of either Party's sovereign immunity under law.

5. **Default and Termination.** The failure of either party to comply with any provision of this Agreement shall place such party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of 15 calendar days in which to cure the default. In the event the default is not cured within the 15-day period, this agreement may be terminated.

6. **Notices.** Except as otherwise provided herein, any notice of default or termination, from either party to the other party shall be in writing and sent by certified mail, return receipt requested or personally delivered with signed proof of delivery. The District's and County's representatives are:

County: Stephen Hofstetter
Environmental Protection Department
408 W. University Ave Suite 106
Gainesville, FL 32601

District: Kenneth Plumley
Facilities Management Director
401 E. University Ave
Gainesville, FL 32601

7. **Amendments.** This Agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment, executed with the same formalities as this Agreement.

8. **Laws and Regulations.** The Parties will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Parties are 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. If either party is not familiar with state and local laws, ordinances, code rules and regulations, the Party remains liable for any violation and all subsequent damages or fines.

9. **Assignment.** The Parties shall not assign, convey, pledge, sublet, or otherwise dispose of, any interest in this Agreement and shall not transfer any interest in same, whether by assignment or notation, without the prior written consent of the other party.

10. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

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.

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

13. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

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.

15. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

16. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this agreement by reference.

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

18. **Electronic signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

19. **Recording.** This Interlocal Agreement becomes effective upon recording in the Official Records of Alachua County. The County shall be responsible for recording this Agreement.

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

ATTEST:

ALACHUA COUNTY, FLORIDA

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

Anna Prizzia, Chair

Date: _____

APPROVED AS TO FORM:

Alachua County Attorney's Office

ATTEST:

ALACHUA COUNTY LIBRARY DISTRICT

Clerk

Cynthia Moore Chestnut
Governing Board Chair

Date: _____

APPROVED AS TO FORM:

Board Attorney