

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

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 Social Services (Social Services), provides financial and case management support to residents throughout Alachua County; and

**WHEREAS**, Social Services provides homeless and homeless prevention services to residents across the County referred through the homeless Coordinated Entry System; and

**WHEREAS**, the SBAC identifies and serves students experiencing homelessness; and

**WHEREAS**, the SBAC contacts the Social Services when a student, staff member, or other person is experiencing a social service-related crisis; and

**WHEREAS**, the Parties would like to collaborate to increase the effectiveness and coordination of providing services to families with minor children and individuals who are enrolled in the school system beyond age 18 and their families (involved in the school system) by enhancing collaboration; and

**WHEREAS**, the Parties acknowledge that they operate under different Federal definition of homelessness and that the HUD McKinney-Vento Homeless definition includes those who are:

**Literally Homelessness:**

Individuals and families who live in a place not meant for human habitation (including the streets or in their car), emergency shelter, transitional housing, and hotels paid for by a government or charitable organization.

**At Imminent Risk of Homelessness:**

Individuals or families who will lose their primary nighttime residence within 14 days and has no other resources or support networks to obtain other permanent housing.

**Homeless Under Other Statutes:**

Unaccompanied youth under 25 years of age, or families with children and youth, who do not meet any of the other categories but are homeless under other federal statutes, have not had a lease and have moved 2 or more times in the past 60 days and are likely to remain unstable because of special needs or barriers.

**Fleeing Domestic Violence:**

Individuals or families who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking and who lack resources and support networks to obtain other permanent housing.

**WHEREAS**, the Parties acknowledge that the HUD McKinney-Vento Homeless Education definition expands to include:

**Motels and Hotels:**

Children and youth who are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations.

**Staying with Others (“Doubled-Up”):**

“...individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1)); and includes children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason.

**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 services to homeless families with minor children.

**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 16, 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 Social Services. 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 Social Services: provides assistance based on established policies and procedures, including:

- 3.1.1. Responding to requests to assist a family with minor children or members who are still enrolled in the school system beyond the age of 18 within five (5) business days. Individual making the referral should reach out to Social Services to provide background information about the need.
- 3.1.2. Ensuring that families with members who are enrolled in the school system that are referred for Social Services will be assessed to determine if the family is appropriate for information & referral or if in-house services can be provided. Determination is based on needs and availability of resources.
- 3.1.3. Working with SBAC to inform its members about the availability of assistance offered by Social Services-.
- 3.1.4. Working collaboratively with SBAC to address the ongoing need for -resources and follow-up services.
- 3.2. Promoting information sharing and use of innovative technology like mobile applications, tele-health, etc.
  - 3.2.1. SBAC agrees to work collaboratively with Social Services and provide support to Homeless Families and Minor Children and students older than eighteen, including:
  - 3.2.2. Assigning staff to meet with identified families to link with available services/resources.
  - 3.2.3. Contacting Social Services when school personnel identify a student with family experiencing a financial crisis with no means to address and request an assessment.
  - 3.2.4. Providing information to Social Services regarding those referred for assistance.
- 3.3. SBAC provides services to homeless students that are comparable to other students in the District, including:
  - 3.3.1. Transportation services (Policy 8600 - Transportation); and
  - 3.3.2. Public preschool programs and other educational programs and services for which the homeless student meet eligibility criteria including:
    - 3.3.2.1. Programs for children with disabilities (Policy 2460 - Exceptional Student Education);
    - 3.3.2.2. Programs for English learners (Els) [i.e., student with Limited English Proficiency (LEP)] (Policy 5780 - Student/Parent Rights);
    - 3.3.2.3. Programs for career and technical education (Policy 2421 - Career and Technical Education Program);

- 3.3.2.4. Programs for gifted and talented students (Policy 2460 - Exceptional Student Education; Policy 5780 - Student/Parent Rights);
  - 3.3.2.5. School nutrition programs (Policy 5335.01 - Diet Modifications; Policy 8500 - Food and Nutrition Services Program; Policy 8510 – Wellness);
  - 3.3.2.6. Before- and after-school programs; and
  - 3.3.2.7. Title I programs (Policy 2261 - Title I Services; Policy 2261.01 - Parent Participation; Policy 2261.02 - Title I - Parent's Right to Know).
- 3.3.3. Unaccompanied homeless high school youth will receive counseling to prepare and improve their readiness for postsecondary education.

#### 3.4. Acknowledgements

- 3.4.1. Both parties acknowledge that there are limits to the type and availability of services provided.
- 3.4.2. Social Services assistance offered, if available, includes, but will not necessarily be limited to, the following:
  - 3.4.2.1. Case Management (homelessness, health, and welfare retention/reduction through short-term financial assistance);
  - 3.4.2.2. General Services (indigent burials or creations, transportation, urgent special needs);
  - 3.4.2.3. Health and Wellness (limited medical supplies, access to primary care services and prescription assistance, vision exams and eyeglasses);
  - 3.4.2.4. Waiver Assessment Services (animal services fee waiver, assessment hardship exemption program for low-income homeowners for solid waste, stormwater and fire).
- 3.4.3. Social Services does not provide emergency housing; in many cases, Social Services will work with SBAC to triage and then refer to community resources that may assist with the immediate identified need.

#### 3.5. Both Parties agree that:

- 3.5.1. 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.
- 3.5.2. All services shall be performed and delivered in a professional manner using best practices in the industry.

- 3.5.3. They will work together to review and further refine the mobile response process over time and to convene periodic meetings to ensure ongoing awareness of the purpose and method to access services.
  - 3.5.4. They will provide cross training and consultation on service availability.
  - 3.5.5. They will work cooperatively to resolve any issues that arise during the course of administering this Interlocal Agreement.
  - 3.5.6. They will 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 homeless students 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 situation is stabilized a release of information will be obtained if ongoing services prove necessary.
  - 3.5.7. 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.
  - 3.5.8. Each party shall carry all required insurance coverage and meet any other requirements for the performance of its duties.
  - 3.5.9. 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.
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 Social Services  
Alachua County Community Support Services  
218 SE 24th Street  
Gainesville, FL 32641  
Attention: Director

SBAC: Joram Rejouis  
Project Development  
Alachua County Public Schools  
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

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 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 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, the Executive Director is authorized to provide final termination notice on behalf of SBAC to Alachua County.

Either party may terminate this Interlocal Agreement at any time with or without cause by proving thirty (30) days written notice to the other party.

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. **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.

8. **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.
9. **Third Party Beneficiaries.** This Interlocal Agreement does not create any relationship with, or any rights in favor of, any third party.
10. **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.
11. **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.
12. **Attachments.** All exhibits attached to this Interlocal Agreement are incorporated into and made part of this Interlocal Agreement by reference.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

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 OF ALACHUA  
COUNTY, FLORIDA

By: \_\_\_\_\_

By: Sarah Rockwell

Name: Charles Chestnut IV

Name: Dr. Sarah Rockwell

Title: Chair, Board of County Commissioners

Title: Chair, School Board of Alachua County

Date \_\_\_\_\_

Date: 1/24/25

ATTEST

By: Kamela Patton

Name: Dr. Kamela Patton

Title: Interim Superintendent

\_\_\_\_\_

Date: 1/24/25

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

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Alachua County Attorney's Office

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General Counsel