

**INTERLOCAL AGREEMENT
BETWEEN LOCAL GOVERNMENTS IN ALACHUA COUNTY AND THE CHILDREN'S
TRUST OF ALACHUA COUNTY REGARDING OPIOID AWARENESS CAMPAIGN
AND AWARENESS CAMPAIGN COMMITTEE**

This Agreement is entered into by and between the various local governments of Alachua County, Florida, more specifically identified by their signatures below, ("Participating Local Governments") and the Children's Trust of Alachua County, an independent special taxing district in accordance with Section 125.901, Florida Statute and Alachua County Ordinance 18-08, hereinafter referred to as "CTAC." As used herein, the term "Parties" shall refer collectively to the Participating Local Governments and the CTAC.

WITNESSETH

WHEREAS, the Parties are authorized by §163.01, Florida Statutes, to enter into interlocal agreements; and

WHEREAS, the opioid epidemic is impacting our nation's citizens, with an estimated 70,630 people losing their lives to overdoses each year; and

WHEREAS, local governments throughout Alachua County, Florida have suffered harm from the opioid epidemic; and

WHEREAS, communities throughout Alachua County are overwhelmed by the opioid misuse epidemic and are struggling to respond meaningfully to the challenge; and

WHEREAS, the Participating Local Governments within Alachua County would like to create an awareness campaign to raise awareness regarding the opioid crisis and educate the public regarding opioid addiction and treatment ("Awareness Campaign"); and

WHEREAS, in furtherance of this goal, the Participating Local Governments have agreed to contribute funds towards the Awareness Campaign; and

WHEREAS, in order to best manage and dispense the funds, a subcommittee comprised of members from the Participating Local Governments shall be created ("Awareness Campaign Committee"); and

WHEREAS, the CTAC has agreed to manage and dispense said funds at the discretion of the Awareness Campaign Committee; and

WHEREAS, both the Participating Local Governments and CTAC deem it

appropriate and in furtherance of the public health, safety and welfare to enter into Interlocal Agreement (“Agreement”) for the purpose set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and pursuant to Section 163.01, *et. seq.*, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, the Parties hereto do mutually agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **Authority**. This Agreement is entered into pursuant to the provisions of section 163.01, Florida Statutes; Chapter 125, Florida Statutes; Chapter 166, Florida Statutes, and all other applicable provisions of law.
3. **Term**. After this Agreement has been duly approved and executed by the governing bodies of each party, this Agreement shall become effective upon its filing with the Clerk of the Circuit Court of Alachua County, Florida, as required by Section 163.01(11), Florida Statutes, (“Effective Date”). The term of this Agreement shall commence on the Effective Date and shall continue until the contributions established herein have been fully expended. In the event a Participating Local Government decides to no longer participate in the Awareness Campaign Committee, the Participating Local Government shall provide written notice to the other Participating Local Governments and the CTAC and any unexpended funds contributed by that Participating Local Government shall be returned to same.
4. **Funds to CTAC**.
 - a. The CTAC shall be responsible for receiving, managing and dispensing funds for an Awareness Campaign, subject to the terms outlined in Paragraph 5 below.
 - b. The City of Newberry, Florida, shall contribute \$15,000.00 to the Awareness Campaign. Newberry’s donation shall be earmarked specifically for radKIDS, an educational campaign through the Alachua County Sheriff’s Office.
 - c. The City of High Springs, Florida, shall contribute \$10,000.00 to the Awareness Campaign. Said funds shall ultimately be dispensed at the discretion of the Awareness Campaign Committee.
 - d. The Town of Micanopy, Florida, shall contribute \$10,000.00 to the Awareness Campaign. Said funds shall ultimately be dispensed at the discretion of the Awareness Campaign Committee.

e. The City of Archer, Florida, shall contribute \$10,000.00 to the Awareness Campaign. Said funds shall ultimately be dispensed at the discretion of the Awareness Campaign Committee.

f. The City of Alachua, Florida, shall contribute \$10,000.00 to the Awareness Campaign. Said funds shall ultimately be dispensed at the discretion of the Awareness Campaign Committee.

g. The City of Newberry is currently in the process of engaging other local governments within Alachua County to participate in the Awareness Campaign. To that end, any additional Participating Local Governments are reflected by their signatures below. Each additional Participating Local Government will contribute funds, as agreed upon by their governing board. Said funds shall ultimately be dispensed at the discretion of the Awareness Campaign Committee.

h. In exchange for each Participating Local Government's contribution towards the Awareness Campaign, it will receive one seat on the Awareness Campaign Committee, further detailed in Paragraph 5 below.

5. **Opioid Awareness Campaign Committee.**

a. An Awareness Campaign Committee is hereby established. The Awareness Campaign Committee shall be comprised of one member from each Participating Local Government. The individual local governments have the discretion as to who to appoint as their respective member.

b. Each member of the Awareness Campaign Committee shall have one vote.

c. Meetings shall be open to the public and conducted in conformance with Government in the Sunshine Laws and meeting procedures to be conducted using the Roberts Rules of Procedure.

d. The Awareness Campaign Committee's function is to decide how and when to disperse funds of the Awareness Campaign. The Awareness Campaign Committee has full discretion as to the use of the funds, with the understanding that the intent of the Awareness Campaign is to raise awareness regarding the opioid crisis and educate the public regarding opioid addiction and treatment. Further, the funds contributed by each Participating Local Government shall be spent on awareness efforts in that community.

e. The CTAC shall dispense funds as directed by the Awareness Campaign Committee.

6. The terms, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in writing signed by the Parties and approved by their respective Commissions.
7. No party will assign or transfer any interest in this Agreement without prior written consent of the other parties.
8. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.
9. This Agreement shall be interpreted and construed in accordance with and governed by the State of Florida. Venue shall be in Alachua County, Florida.
10. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement on the respective dates under each signature.

**BY THE CHILDREN'S TRUST OF
ALACHUA COUNTY:**

Lee Pinkoson, Chair

**BY THE MAYOR OF THE CITY OF
NEWBERRY, FLORIDA:**

Honorable Jordan Marlowe, Mayor

Approved As To Form And
Legality:

S. Scott Walker, City Attorney

Attest, By the Clerk of the
City Commission of The City Of
Newberry, Florida:

Judy S. Rice, City Clerk

**BY THE MAYOR OF THE CITY OF
HIGH SPRINGS, FLORIDA:**

Honorable Byran Williams, Mayor

Approved As To Form And
Legality:

S. Scott Walker, City Attorney

Attest, By the Clerk of the
City Commission of The City Of
High Springs, Florida:

Jenny Parham, City Clerk

**BY THE MAYOR OF THE CITY OF
ARCHER, FLORIDA:**

Honorable Iris Bailey, Mayor

Approved As To Form And
Legality:

S. Scott Walker, City Attorney

Attest, By the Clerk of the
City Commission of The City Of
Archer, Florida:

Deanna Alltop, City Clerk

**BY THE MAYOR OF THE CITY OF
ALACHUA, FLORIDA:**

Honorable Gib Coerper, Mayor

Approved As To Form And
Legality:

Marian Rush, City Attorney

Attest, By the City Manager/Clerk of the
City Commission of The City Of
Alachua, Florida:

Mike DaRoza, City Manager/Clerk

**BY THE MAYOR OF THE TOWN OF
MICANOPY, FLORIDA:**

Honorable Joseph Aufmuth, Mayor

Approved As To Form And
Legality:

Kiersten Ballou, Town Attorney

Attest, By the Town Administrator of the
Town Commission of The Town Of
Micanopy, Florida:

Sara Owen, Town Administrator

**BY THE MAYOR OF THE CITY OF
HAWTHORNE, FLORIDA:**

Honorable Jacquelyn Randall, Mayor

Approved As To Form And
Legality:

City Attorney

Attest, By the Clerk of the
City Commission of The City Of
Hawthorne, Florida:

LaKesha Hawkins-McGruder, City Clerk

**BY THE MAYOR OF THE TOWN OF
LACROSSE, FLORIDA:**

Honorable Barbara Thomas, Mayor

Approved As To Form And
Legality:

City Attorney

Attest, By the Clerk of the
Town Commission of The Town Of
Lacrosse, Florida:

Dianne Dubberly, City Clerk

**BY THE MAYOR OF THE CITY OF
GAINESVILLE, FLORIDA:**

Honorable Lauren Poe, Mayor

Approved As To Form And
Legality:

City Attorney

Attest, By the City Clerk of the
City Commission of The City Of
Gainesville, Florida:

Omichele D. Gainey, City Clerk

**BY THE MAYOR OF THE CITY OF
WALDO, FLORIDA:**

Honorable Louie Davis, Mayor

Approved As To Form And
Legality:

City Attorney

Attest, By the City Clerk of the
City Commission of The City Of
Waldo, Florida:

City Clerk

**BY THE CHAIR OF THE ALACHUA
COUNTY BOARD OF COUNTY
COMMISSIONERS:**

Honorable Marihelen Wheeler, Chair

Attest, By the County Clerk

Approved As To Form And
Legality:

City Clerk

Alachua County Attorney's Office