

**INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND
THE CITY OF GAINESVILLE**

This Agreement, made and entered into this _____ day of _____, 2013 (“Agreement”), by and between the **Board of County Commissioners of Alachua County, Florida**, a political subdivision of the State of Florida, whose address is 12 SE 1st Street, Gainesville, Florida, 32601, herein referred to as the “County” and the **City of Gainesville**, whose address is 200 East University Avenue, Gainesville, Florida, 32601, herein referred to as the “City.”

WITNESSETH:

WHEREAS, it is the purpose and intent of the parties to enter into this Agreement formed in reliance upon, and under their respective powers, and under the authority of the Florida Interlocal Cooperation Act of 1969, as amended, section 163.01, Florida Statutes; and

WHEREAS, this Agreement is entered into with the public purpose of cooperating on a basis of mutual advantage to provide services and facilities that will accord best with the public health, safety and welfare; and

WHEREAS, the **County** has developed an emergency management plan designed to serve the public before, during and after emergency situations; and

WHEREAS, the **City** owns the Regional Transit System (RTS) located at 100 SE 10th Avenue, Gainesville, FL 32601; and

WHEREAS, the **County’s** Emergency Management Plan involves use of the **City’s** Regional Transit System for emergency transportation and related uses; and

WHEREAS, the **City** has provided RTS staff to the Emergency Operations Center (EOC) for activations; and

WHEREAS, the **County** and the **City** wish to cooperate with the other in times of emergency.

NOW, THEREFORE, the parties hereby agree to the following:

1. **Effect of Recitals.** The above Recitals are incorporated into the body of this Agreement, and said Recitals are adopted as Findings of Fact.
2. The **City** will permit, upon request of the **County**, RTS staff to act as the Emergency Coordinating Officer (ECO) for the Transportation or Emergency Support Function (ESF) 1 in order to assist in meeting the community’s emergency management needs.

3. The **City** shall, upon request of the **County**, provide a lead ECO and two Alternate points of contact to staff ESF 1 at the EOC.
4. The **County** shall provide EOC training to **City** employees to work at the center.
5. The **City** shall, upon request of the **County**, provide buses and drivers to assist in any transportation needs during an EOC activation.
6. The **County** shall replace or reimburse the **City** for any personnel costs, supplies, and transportation costs that may be used or damages incurred in the conduct of **County** emergency management activities in said **City** facilities in non-federally declared disasters in accordance to the Federal Emergency Management Agency (FEMA) **Schedule of Equipment Rates** (Appendix A).
7. For Presidential declared disasters, the **City** is an eligible applicant under the Federal Emergency Management Agency (FEMA) Public Assistance program and shall be responsible for submitting reimbursement costs for shelter management to include labor, equipment and material costs and contracts for sheltering and transportation costs.
8. The **County** is self-insured in accordance and can provide a certificate of self-insurance. Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.
9. The **County** and **City** staffs may implement specific policies, plans, and procedures consistent with this interlocal agreement to facilitate emergency preparedness throughout Alachua County.
10. This Agreement shall be effective upon its execution by both parties. Either party may terminate the Agreement at any time upon 180 days prior notice to the other party.
11. Any notices concerning the terms of this Agreement or its implementation shall be made in writing and served upon the parties by registered or certified mail and furnished to:

County Manager
Alachua County
P.O. Box 5547
Gainesville, FL 32627-5547

With a copy to:
Alachua County Attorney
P.O. Box 5547
Gainesville, Florida 32627-5547

City Manager
City of Gainesville

P.O. Box 490, Station #6
Gainesville, FL 32627-0490

With a copy to:
City Attorney
P. O. Box 490, Station #46
Gainesville, FL 32627-0490

12. **Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect. In the event any provision of this Agreement is found unlawful or otherwise unenforceable, all other provisions shall remain in full force and effect unless the parties agree to the contrary in writing.

13. **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in Alachua County, Florida.

14. **Procedure for Achieving Assignment; Effect of Not Following Procedure.** In light of the scope and rationale for this Agreement, neither the **County**, nor the **City** may assign, transfer, or sell any of the rights noted in this Agreement, or associated with this Agreement, without the express written approval of the other party. Should either the **County**, or the **City**, assign, transfer, or sell any of the rights of this Agreement, without such prior written approval of the other party, then such action on the part of either the **County**, or the **City**, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

15. **Non-Waiver.** Any failure or refusal of either party to enforce any term or condition hereto shall not be considered a waiver thereof, or any waiver of any right to enforce any term or condition in the future.

16. **Entire Agreement.** This Agreement contains the full and complete agreement of the parties hereto and no amendments to this Agreement shall be of any force or effect unless they are agreed to separately in writing.

IN WITNESS whereof, the parties have hereunto set their hands and executed this Agreement for the uses expressed herein the day and year first above written.

WITNESS:

ALACHUA COUNTY, FLORIDA

By: _____
Betty Baker, County Manager

APPROVED AS TO FORM:

Alachua County Attorney

WITNESS:

CITY OF GAINESVILLE

By: _____
Russ Blackburn, City Manager

APPROVED AS TO FORM AND LEGALITY:

City of Gainesville Attorney