

**INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND CITY OF GAINESVILLE
FOR A JOINT PUBLIC INFORMATION OFFICER PROGRAM**

This Interlocal Agreement to provide for public information services for Alachua County and the City of Gainesville is hereby made and entered into this _____ day of _____, 2008, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, herein after referred to as the “County”, and the City of Gainesville, a Florida municipal corporation, hereinafter referred to as the “City”.

WITNESSETH:

WHEREAS, the City and County have funded independent and separate public information programs for the purpose of providing timely and accurate information to the community regarding the efforts of Alachua County Department of Public Safety and the City of Gainesville Fire-Rescue Department; and,

WHEREAS, both parties have determined that coordinating these efforts may result in cost savings for both the City and the County; and,

WHEREAS, the City and County desire to provide more effective and efficient public information services regarding these efforts to the citizens of Alachua County; and,

WHEREAS, the City desires to acquire fire rescue public information services from the county;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises hereinafter set forth, the parties do hereby agree to enter into an interlocal agreement which shall be recorded in the public records of Alachua County as follows:

Section 1. Purpose. Set forth the terms and conditions of the County’s obligation to provide fire rescue public information services to the City.

Section 2. Duties of the County:

- a. Employ a qualified, full-time Public Information Officer. In the event the County fails to employ a full-time Public Information Officer performing the duties described herein for any portion of this fiscal year, the City’s payment obligation shall be reduced as described in Section 4 and each party shall be responsible for providing public information efforts for its respective department during this period.
- b. The Alachua County Director of Public Safety shall meet regularly with the City of Gainesville Fire Rescue Chief to review productivity and responsiveness.
- c. Provide and maintain all equipment, computers, radios, vehicle, etc. necessary for the program. The equipment shall include a mobile laptop computer with CAD

- system access, portable radio with Converka-Com and other equipment necessary to facilitate the function of public information officer.
- d. Annually update the itemized detail of personal services, operating and capital expenditures (Attachment A) for the ensuing fiscal year and shall submit the detail to the City no later than July 30th each year, in order to allow time to reach agreement on cost (sharing) for the ensuing fiscal year.
 - e. Hire and fire the employee, promulgate work rules and assignments, and set conditions of employment. The County shall provide direct day-to-day supervision, including discipline, and control employee records, including payroll and taxes.
 - f. Provide the following public information services to the City:
 1. Respond to emergencies;
 2. Respond to inquiries and questions from the media and the public;
 3. Prepare press releases;
 4. Prepare, produce, participate with media events and interviews;
 5. Produce bi-monthly newsletter and annual report.
 6. Update information in website applications and other electronic medium as necessary.
 - g. Provide the same level of fire/rescue public information services to the City that is provided to the County.

Section 3. Duties of the City:

- a. The City shall share equally the costs of the Public Information Officer position and related expenditures as described in Attachment A, which may be renegotiated and amended, if necessary, each fiscal year.
- b. For the first three quarterly periods of this Agreement (October 27, 2008 through June 30, 2009), the City shall pay $\frac{3}{4}$ of the prorated FY 08-09 shared costs (Attachment A) with the first payment \$26,331.00 on July 31, 2009, and thereafter on the following quarterly schedule. For fiscal years 2010 and thereafter, the City shall make payments to the County on a quarterly basis (December 31, March 31, June 30, and September 30).

Section 4. Method of Payment. The cost of the Public Information efforts shall include personal services, operating expenses, and operating capital and shall be shared equally by the City and County per Attachment A, prorated for the period October 27, 2008 – September 30, 2009. The City's payment obligation shall be reduced (suspended and prorated) for any period during a fiscal year when the County does not employ a Public Information Officer performing the duties described herein full-time. Furthermore, in the event the actual annual costs (as described in Attachment A) are 10% or more lower than estimated therein, the City's final quarterly payment shall be reduced to reflect a lower, equally shared, actual annual cost.

Section 5. Amendments. The parties agree that this public information program is evolutionary and may require various changes to this Agreement in its early stages. The parties may amend this agreement only by written agreement of the parties.

Section 6. Attachments. All Attachments to this Agreement are incorporated into and made part of this Agreement.

Section 7. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

Section 8. Effective Date, Duration, Termination. This Agreement shall be effective on October 27, 2008 and shall continue in effect unless terminated as follows:

- A. If either party fails to fulfill its obligations under this Agreement in a timely and satisfactory manner, or if either party breaches any of the provisions, covenants, or stipulations under this Agreement, then the other party shall give a written notice to the party in default stating the failure or breach, and providing 30 days for correction of same. In the event the correction is not made in the allotted time, the other party shall have the right to terminate this agreement after giving written notice of intent to terminate as least thirty (30) days prior to the termination date.
- B. This Agreement may be terminated by either party by giving ninety (90) days notice in writing to the other party, or at anytime by mutual agreement.

Section 9. Liability/Indemnification. Each party shall be solely responsible for the negligent acts or omissions of its employees and agents which in any way relate to or arise out of this Agreement. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or constitute a waiver by either party of its sovereign immunity or the provisions of 768.28, Florida Statutes.

Subject to the limits of liability and other provisions of Section 768.28 F.S., the County agrees to indemnify, save and hold harmless the City from any and all liabilities, claims, or damages of any kind which are or may be imposed for County's intentional or negligent acts or omissions or for the negligent acts or omissions of County officers, employees, or agents arising out of or pursuant to this Agreement, involving any alleged employment or civil rights violations in which it is alleged that the County and the City are joint employers of the Public Information Officer. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by the County with respect to claims by third parties.

Subject to the limits of liability and other provisions of Section 768.28 F.S., the County agrees to indemnify, save and hold harmless the City from any and all liabilities, claims, or damages of any kind which are or may be imposed for any of the County's intentional or negligent acts or omissions or for the negligent acts or omissions of the County's officers, employees, or agents arising out of or pursuant to this Agreement. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by the County with respect to claims by third parties.

Subject to the limits of liability and other provisions of Section 768.28 F.S., the City agrees to indemnify, save and hold harmless the County from any and all liabilities, claims, or damages of any kind which are or may be imposed for any of the City's intentional or negligent acts or omissions or for the negligent acts or omissions of the City's officers, employees, or agents arising out of or pursuant to this Agreement. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by the City with respect to claims by third parties.

Section 8. Non Waiver. Failure of either party to exercise any right in this Agreement shall not be considered a waiver of such right.

Section 9. Notice. Except as otherwise provided in this Agreement any notice of default or termination from either party must be in writing and sent certified mail, return receipt requested or by personal delivery with receipt to the following County and City representatives:

Randall H. Reid
County Manager
P.O. Box 2877
Gainesville, FL 32602

Russ Blackburn
City Manager
City Hall, Station 6
P.O. Box 490
Gainesville, FL 32602

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

J.K. "Buddy" Irby
Clerk of the Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

Kurt M. Lannon
Clerk of Commission
P.O. Box 490, Station 18
Gainesville, FL 32602

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Fl 32601
Attn: Contracts

Section 10. 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.

Section 11. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of any third party.

Section 12. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida. Venue shall be in Alachua County, Florida.

Section 13. Recording. Upon execution of this Agreement by both parties, the County will record this Agreement in the Public Records of Alachua County.

ALACHUA COUNTY, FLORIDA

By: _____
Mike Byerly, Chair
Board of County Commissioners

ATTEST

J.K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

David W. Wagner, County Attorney

CITY OF GAINESVILLE, FLORIDA

By: _____
Russ Blackburn, City Manager

ATTEST

Kurt Lannon, Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY

Marion Radson
Gainesville City Attorney

**Alachua County Department of Public Safety and City of Gainesville Fire Rescue
Public Information Services 10/08 - 09/09
ATTACHMENT A**

	<u>FY08/09</u>
Personnel Services	
Regular Salaries	46,316.31
FICA	3,543.20
Retirement	4,562.16
Health, Dental and Life Ins.	<u>3,986.40</u>
Subtotal	\$58,408.06
Operating Expenditures	
Travel/Training/Registration	3,000.00
Mobile Phone/Blackberry	600.00
Vehicle Replacement	3,571.43
Fuel	3,500.00
Repair/Maintenance	1,200.00
Computer Replacement	600.00
Self Insurance	3,000.00
Printing	1,000.00
Office Supplies	500.00
Uniforms	250.00
Memberships	<u>200.00</u>
Subtotal	<u>\$17,421.43</u>
Total	<u><u>\$75,829.49</u></u>
County	\$37,914.74
City	\$37,914.74