

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

THIS INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, 1999, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and the City of Gainesville, a municipal corporation organized under the laws of the State of Florida ("City");

WITNESSETH:

WHEREAS, the State of Florida maintains an Emergency Medical Services Trust Fund into which are deposited a portion of fines collected in the County as a result of motor vehicle infractions; and,

WHEREAS, the County is entitled to apply for a portion of such funds, which funds can only be used to improve and expand prehospital emergency medical services within Alachua County; and,

WHEREAS, it was determined that the County's grant award for October 1, 1998 through September 30, 1999 is \$102,987.86 which is to be deposited in an EMS Grant Fund; and,

WHEREAS, the County desires to provide a portion of the award to the City for the purchase of equipment (the "EMS Grant") as specifically described in Exhibit A attached hereto; and,

WHEREAS, the County and the City are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

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

1. Duties of the City

a. EMS Grant General Conditions. The City shall comply with all of the terms, conditions and requirements as set forth in the attached Exhibit A, the grant application, and Exhibit B, the "Florida EMS County Grant Program Manual, Florida Department of Health Bureau of Emergency Medical Services, January 1998," both incorporated in this document in their entirety.

b. Copies. The City shall provide to the Clerk of Court, Finance & Accounting Department ("F&A"), copies of every document received from or sent to the State of Florida regarding the EMS Grant, unless the County is listed on the copy list.

c. Reporting. The City acknowledges that the County is obligated to provide reports to the State, and accordingly, the City agrees to provide the following to the County:

1. Expenditure Report. The City shall submit expenditure reports on August 10, 1999 and October 10, 1999 to:

Alachua County Fire Rescue
Attn: Senior Administrative Assistant
P.O. Box 548
Gainesville, FL 32602

The expenditure report shall be signed by the authorized department head. Said report shall include: description of item purchased, unit price, quantity purchased, accrued interest, unencumbered funds, and copies of the invoices and checks showing proof of purchase and payment of the item. A report shall be submitted even if no money is expended.

2. Final Expenditure Report. A final expenditure report, including all data required in previous expenditure reports, shall be provided to Fire/Rescue by November 10, 1999.

3. Program Activity Report. The City shall provide the County with the Program Activity Report (DH Form 1684A, Jan. 98) by November 10, 1999. The Program Activity Report should be sent to Fire/Rescue at the same address as the quarterly report.

4. Inventory Report. The City shall submit inventory reports annually by November 10. The reports shall be provided annually for each of the next 5 years. The inventory report shall be signed by the authorized department head. Said reports shall include: a description of each item, its location and custodial department, current use, acquisition date, purchase amount, serial number and City property number. The reports shall be submitted to:

Clerk of the Court
Finance and Accounting
Attn: Grants Coordinator
P.O. Box 939
Gainesville, FL 32602

5. Any other documents or reports required by the County.

d. Accounts. The City shall maintain all grant funds in a separate interest bearing account.

e. Return of Funds. All payments shall be made by the end of the grant period. The City shall return all funds to the County if found in non-compliance with the terms, conditions and requirements of the grant.

2. Duties of the County

a. Payment. The County will provide forty-eight thousand five hundred and fifty dollars (\$48,550.00) to the City for purchases as described in Exhibit A, after it has received said

monies from the State. The County shall submit payment to:

City of Gainesville
P.O. Box 490
Gainesville, FL 32602
Attn: Mark Benton, Finance Director

b. Award Letter. The County shall provide the City with a copy of the Notice of Award letter received from the State. (See attached Exhibit C).

3. Unexpended Funds. If funds paid to the City are unexpended at the end of the grant period, then the City may request that the County apply to the State for these funds. Should the State consent, then these funds shall become property of the City to be used in accordance with the terms of the grant agreement. Should the State refuse, then these funds are to be returned to the County for inclusion into the next County grant application.

4. Liability and Cooperation. The parties assume any and all liabilities, claims, or damages of any kind due to the acts or omissions of their respective officers, employees, and agents. Nothing herein shall be considered a waiver of §768.28, Florida Statutes. Each party shall give to the other prompt and timely notice of any letter of inquiry, investigation, claim, suit or administrative law proceeding (collectively "claims") coming to the knowledge of their respective officers, department heads, or management personnel that in any way appears to affect or may affect either party to this agreement, and both shall have the right to participate in the defense of any claims to the extent of its own interest. The County and City, through their respective officers, employees, and agents, agree to attend audits, internal meetings, pre-suit investigations, hearings, and trials and assist in securing and giving evidence and obtaining the cooperation and attendance of witnesses.

5. Effective Date. Pursuant to §163.01, Florida Statutes, this agreement shall be deemed effective upon recording of this agreement by the County into the public records of Alachua County. This agreement shall continue until all terms of the grant have been satisfied.

6. Notice. Except as otherwise provided in this agreement, any notice of default or termination, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. For purposes of notice, City's and County representative are:

County: Richelle Sucara
Interim County Manager
PO Box 2877
Gainesville, FL 32602

City: Wayne Bowers
City Manager
PO Box 490
Gainesville, FL 32602

A copy must also be sent to:

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

7. Default and Termination. The failure of either party to comply with any provision of this agreement will place that party in default. Prior to terminating the agreement, the party shall notify the defaulting party in writing. This notification will make specific reference to the provision which gave rise to the default. The party shall give the non-defaulting party 7 days to cure the default.

If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to the City. The County will be the final authority as to the availability of funds. Should the State request that the County return funds already disbursed to the City, the City shall return those funds to the County for reimbursement to the State.

8. Insurance. The parties represent that they are self-funded for liability insurance in accordance with §768.28 Florida Statutes.

9. Assignment. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party. The County and City each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement.

10. Independent Contractor. In the performance of this agreement, the City is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The City is solely responsible for the means, method, technique, sequence, and procedure utilized by the City in the full performance of the agreement.

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

12. 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

13. Waiver. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non compliance.

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

15. Amendment. The parties may amend this agreement only by mutual written agreement

of the parties.

16. 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.

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

18. Law and Venue. This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

19. Recording. The County, upon execution of this agreement by both parties, shall record a certified copy of this agreement in the public records of Alachua County, Florida.

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

ALACHUA COUNTY, FLORIDA

Chuck Clemons, Chair
Board of County Commissioners

Approved as to Form:

ATTEST:

J.K. "Buddy" Irby, Clerk

Alachua County Attorney's Office

CITY OF GAINESVILLE

Wayne Bowers, City Manager

Approved as to Form and Legality:

WITNESS:

City Attorney's Office

Name: _____
Title: _____

