

INTERLOCAL GRANT AGREEMENT BETWEEN THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS AND THE VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT FOR THE PROVISION OF FLEET SERVICES FOR FIRE AND AMBULANCE APPARATUS

This Agreement is made and entered into to be effective as of the 28th day of March 2023, by and between the **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY**, FLORIDA, a political subdivision of the State of Florida, 7375 Powell Rd, Wildwood, Florida, 34785, (hereinafter referred to as "Board") and, **THE VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as "District").

WITNESSETH:

WHEREAS, the delivery of fire and emergency medical transport services is a necessary public service and serves a public purpose; and,

WHEREAS, the Board and District desire to implement a transition plan that provides for the seamless and uninterrupted delivery of fire and emergency medical transport services to implement the direction of the Board for the service area of The Village Public Safety Department "TVPSD" as defined in the Interlocal Grant Agreement adopted December 14, 2021; and,

WHEREAS, the District will rely on the Board to provide Fleet Services at no cost to the District for all District Fire and Ambulance apparatus; and,

WHEREAS, the Board has previously determined that appropriations to the benefit of the District constitute a public and county purpose; and such appropriations are authorized by Florida Statutes.

NOW, THEREFORE, in consideration of the covenants herein contained, be it mutually agreed by the parties as follows:

1. Grant of Service: The definition of Fleet Services is the scheduled maintenance recommended by the Fire and Ambulance apparatus manufacturer and repair of broken items incurred during normal operation of the Fire and Ambulance apparatus. The definition of Fire and Ambulance apparatus will be limited to emergency first response fire and ambulance vehicles leased or owned by District to include the following fire equipment: vent saws, blowers, hydraulic extrication equipment, K12s, pump testing and repair, trailer repairs, Marine, UTV and ATVs. The County shall provide the principal and secondary location for the provision of Fleet Services at 7353 Powell Road, Wildwood FL 34785 and 319 E. Anderson Avenue, Bushnell FL 33513 respectively. The County shall provide for the transporting of inoperable District fire and ambulance vehicles to County's fleet maintenance locations.
2. District Duties: District shall assume storage responsibilities for vehicles requiring a greater than 30 day service due to an accident or warranty-related issues. The District agrees to follow the procedures for:

- a. Submitting a service ticket for each mechanical issue and describe detailed observations of the issue, a list of symptoms, and any other related information to aid in the expediting of the service.
 - b. Providing reasonable access to District-owned facilities that house the assigned vehicles for vehicle maintenance and repairs when not located at County facilities, if applicable.
 - c. Submitting mileage for each assigned vehicle weekly via email to the designated inbox.
3. Indemnification: District hereby agrees it shall indemnify and save harmless the Board from any and all third-party liability, claims, damages, and losses, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the performance of any services, program, duty or obligation herein set forth, except that the Board shall be responsible for its own acts of negligence and its agents' acts of negligence when acting within the scope of their employment. District shall at its expense, defend any and all action, suits, or proceedings which may be brought against the Board in connection with the above and satisfy, pay and discharge any and all judgments that may be entered against the Board in such action or proceeding. District shall furnish proof of liability insurance and in such amounts as approved by the Board which policies shall name the Board as an additional insured. Nothing contained in this Agreement or in any instruments executed pursuant thereto, shall be construed or interpreted as a waiver by the District or the Board of any right, privilege or immunity, whether in contract or tort, that the District or the Board may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist. Accordingly, the District's liability to pay a claim under the indemnification shall be capped in the same manner and to the same extent as the Board's liability to pay tort claims is capped pursuant to §768.28, Florida Statutes and judicial interpretation thereof. As authorized by §768.28(5), Florida Statutes, the District agrees that the liability caps shall not apply to indemnification obligations which are within the limits of insurance coverage provided. Any persons making claims against the Board or the District must comply with the procedures found in §768.28, Florida Statutes.
4. Reports: County shall provide monthly service activity reports to the District of the Fleet Service provided for the individual fire and ambulance apparatus.
5. Confidentiality: This Agreement shall in no way interfere with the treatment or service to patients of District or in any way abrogate confidentiality as required by law in a provision of such services and such records bearing on this confidential relationship and treatment shall not constitute a public record subject to inspection or duplication.
6. Independent Contractor: District shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall in any way

be construed to constitute District or any of its agents or employees as the agent, employee or representative of the Board.

7. E-Verify: District shall use E-Verify as the system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. District agrees to certify to Board that it is in compliance with the federal E-Verify program. This includes obtaining written certification from all subcontractors who will participate in the performance of the Agreement. All subcontractor certifications must be kept on file by the general contractor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any contractor deemed to be non-compliant. Potential actions may include, but are not limited to, cancellation of the Agreement and/or suspending or debaring the contractor from performing services for the Board.
8. District shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.

9. Effective Date: The effective date of this Agreement is October 1, 2023.
10. Termination: The Board reserves the right to terminate this Agreement at any time upon thirty (30) days' notice if it makes the determination that District is not satisfactorily performing the identified services in accordance with the terms and conditions of this Agreement. The parties may extend this Agreement in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates as shown below.

FOR SUMTER COUNTY

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this 28th day of March 2023

Attest:

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY**

Melissa Elliott
Deputy Clerk

Craig A. Estep, Chairman
Sumter County Board of County Commissioners

FOR VILLAGES CENTER DEVELOPMENT DISTRICT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this _____ day of _____, 2023

Attest:

**VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

Clerk

Kelly Flores, Chairman