

INTERLOCAL GRANT AGREEMENT BETWEEN THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS AND THE VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT FOR THE PROVISION OF FIRE AND EMERGENCY MEDICAL SERVICES (FIRE & EMS) DISPATCH SERVICES FOR THE VILLAGES® DEVELOPMENT IN LAKE COUNTY FLORIDA

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, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the Board is responsible for all Fire & EMS Services in Sumter County for the duration of this contract; and

WHEREAS, the Board is the Fire & EMS dispatch center for Sumter County; and

WHEREAS, the District desires and Board is willing to provide Fire & EMS dispatch services for District in The Villages® development in Lake County;

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

1. County Duties: The Board will provide Fire & EMS dispatch areas to The Villages® Development in Lake County for the District in the same manner and procedures as provided in Sumter County with two notations: this includes the use of nurse navigator when the District elects to use this for low acuity calls and includes connection of District's personnel to the District's contracted medical direction via telephone or radio.
2. District Duties: District shall reimburse Sumter County \$138.00 per 911 call received for The Villages® Development in Lake County.
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 call taking/dispatch service report to the District for The Villages® Development in Lake County.
5. 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.
6. 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.
7. Florida Open Meeting/Public Records: 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.

8. Effective Date: The effective date of this Agreement is October 1, 2023.
9. Term: The term of this Agreement is September 30, 2024 unless extended in writing by mutual agreement of Board and District.
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 VILLAGE CENTER COMMUNITY 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