

INTERLOCAL GRANT AGREEMENT BETWEEN THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS AND THE VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

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 service including medical transport is a necessary public service and serves a public purpose; and,

WHEREAS, the Board desires to differentiate funding sources for operations and capital funding for the two fire and emergency medical services departments in Sumter County; and,

WHEREAS, District provides fire and emergency medical services including medical transport through its Village Public Safety Department; and

WHEREAS, the differentiation of capital funding for District shall be solely from its revenues from medical transport, investment income, and amenity fees (safety fees) collected within Sumter County, Florida residing in the geographic area labeled "TVPSD" area shown in Exhibit "A"; and,

WHEREAS, the Board determined that appropriations to 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. The above WHEREAS clauses are incorporated into this Agreement, *in haec verba*.
2. Grant Payments: District shall submit to Board, through Board's County Administrator on or before May 1, 2023, a complete line item budget request for Fire and Emergency Medical Service Transport for the Fiscal Year beginning October 1, 2023. This requested budget submission shall include a detail line item budget of all cost associated with the service provided by TVPSD, to include but not limited to, individual salaries, fringe benefits, and all other operational cost and excludes capital expenditures \$10,000 and greater. The budget submission to Board shall be based on a percentage of parcels in the TVPSD service area of Sumter and Lake Counties as of November of the previous year as certified by the Property Appraisers of each county and excludes capital expenditures \$10,000 and greater. Once the requested budget is approved by Board, District will

request funds each month based on a cost reimbursement method utilizing the same methodology as the was used in the requested budget.

3. District Duties: Consistent and in compliance with the Certificate of Public Convenience and Necessity (COPCN) issued by the Board, District shall provide and deliver fire and emergency medical transport and non-transport services to the residents residing within TVPSD area depicted in Exhibit "A." District shall maintain complete financial records at all times in accordance with generally accepted accounting principles; and shall maintain performance records to demonstrate and substantiate compliance with the COPCN issued to the District by the Board. All activities and records of District shall be subject to audit at any time by the auditors of the Board, however, no federal or state laws or rules or regulations as to confidentiality of clients of District shall be abrogated by this Agreement. District shall provide the Board with documents as may be required by the Board or its auditors to ensure that all expenditures made pursuant this Agreement are for a valid public purpose.

4. 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.

5. Reports and Certification: District shall provide monthly an invoice, detailed by line item and activity reports to the Board in the form and manner prescribed by the Board that

shall include a certification to the Board that the duties and services set forth in the Agreement have been performed. The monthly reports shall be in similar form and content as provided to the District Board of Supervisors with emphasis on the “TVPSD” service area in Exhibit “A”. District shall cooperate with and provide the Board or its duly authorized agents any additional information or reports concerning the activity, income, revenues, expenses and disbursements of District or any of its agents or representatives when so requested, so long as patient confidentiality requirements are not abrogated.

6. 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.
7. 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.
8. 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.
9. 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.

10. Effective Date: The effective date of this Agreement is October 1, 2023.
11. 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

APPENDIX – A

The Villages Public Safety Department Response Area

