

**INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY
AND THE CITY OF WALDO REGARDING PUBLIC SAFETY RADIOS**

This Agreement is entered into this ____ day of _____, 2012 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and the City of Waldo, a municipal corporation, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the City and the County 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,

WHEREAS, the City and the County have determined that the City's participation in 800 megahertz trunked radio system that is used by public safety agencies in Alachua County, by use of system radios and through dispatch services provided by the Alachua County Combined Communications Center, is in the best interests of the City, the County, and their residents; and,

WHEREAS, the County desires to assist the City by supplying six (6) portable radios and (6) mobile radios;

WHEREAS, the City and the County deem it appropriate and in furtherance of the public health, safety and welfare to enter into an interlocal agreement for the purpose set forth above;

WHEREAS, the parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in the recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the issues described herein; and

WHEREAS, it is in the intent of the parties that this Agreement resolve fully and finally all issues between the parties that were, or could have been, litigated regarding the subject matter of the Amended Complaint in Eighth Judicial Circuit Court Case No. 01-2010-CA-006717.

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

1. **Recitals.** The above stated Recitals and true and correct and comprise a material part of this Agreement and are incorporated herein by reference.
2. **Term.** This Agreement is effective from and including October 1, 2012, and shall remain in effect until and including September 30, 2022, unless terminated in accordance with Section 6, herein.

3. **Duties of the City.** The City shall have and perform the following duties, obligations, and responsibilities:

- a. The City shall participate in the 800 megahertz trunked radio system, or future upgrade or frequency change, that is used by public safety agencies in Alachua County, by use of system radios and through dispatch services provided by the Alachua County Combined Communications Center;
- b. The City shall bring all radios, provided to the City pursuant to this Agreement, that are in need of repair or replacement to County offices. Radios or radio equipment serviced by a private vendor without the written approval of the County will result in non-payment of such services by the County; and
- c. The City shall voluntarily dismiss the Amended Complaint in Eighth Judicial Circuit Court Case No. 01-2010-CA-006717 within ten (10) calendar days of execution of this Agreement, and refrain from asserting any claim against the County regarding receipt or expenditure of funds under Section 318.21(9), Florida Statutes, so long as this Agreement is in effect. This includes an agreement by the City to waive any claims relating to the receipt or expenditure of funds by the County pursuant to Section 318.21(9) during all periods of time prior to the entry of this Agreement, and during all periods of time that this Agreement is in effect.

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities:

- a. The County shall supply the City with six (6) 800 megahertz portable radios and (6) 800 megahertz mobile radios with all accessories excluding carrying cases;
- b. The County shall pay the subscriber fees for the above radios; and
- c. The County shall maintain and replace the above radios as necessary, provided the Interlocal Agreement Between Alachua County and the Alachua County Sheriff for a Radio Maintenance Program, dated November 25, 2003, remains in effect.

5. **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 with receipt. For purposes of all notices, City's and County representative are:

County: Richard Drummond
County Manager
P.O. Box 5547
Gainesville, FL 32627-5547

City: Kim Worley
City Manager
City of Waldo
P.O. Drawer B
Waldo, FL 32694

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

J.K. Irby
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32601
ATTN: Finance and Accounting

6. **Liability.** Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

7. **Default and Termination.** The failure of either party to comply with any provision of this Agreement will place it in default. The non-defaulting party will notify the other in writing. This notification will make specific reference to the provision which gave rise to the default. The non-defaulting party will give the defaulting party seven (7) calendar days to cure the default.

The Agreement shall terminate if there ceases to exist an intergovernmental radio communication program for Alachua County.

Either party may terminate this Agreement without cause by first providing at least one year's (365 calendar days) written notice to the other party prior to the termination date.

8. **Costs and Attorneys' Fees.** Each party shall bear its own costs, including attorneys' fees, incurred in connection with the preparation and review of this Agreement. Each party shall also bear its own costs, including attorneys' fees, incurred in connection with the circuit court proceedings.

9. **Laws & Regulations.** Both parties will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The party is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement.

10. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

11. **Successors and Assigns.** 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

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

13. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

14. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

15. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

16. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.

17. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

18. **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.

19. **Recording of Agreement.** The County, upon execution of this Agreement by all parties, shall record this Agreement in the public records of Alachua County, Florida.

20. **Entire Agreement** - This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

ALACHUA COUNTY, FLORIDA

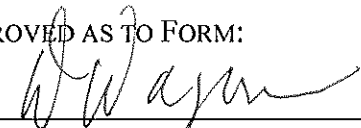
By: _____
Paula M. DeLaney, Chair

ATTEST:

J. K. "Buddy" Irby, Clerk


(SEAL)

APPROVED AS TO FORM:



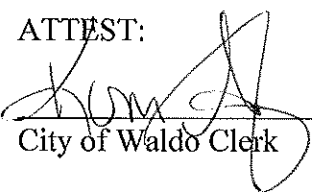
Alachua County Attorney

CITY OF WALDO

By: 

Louie Davis, Mayor

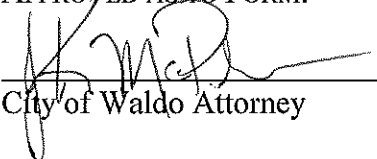
ATTEST:



City of Waldo Clerk

(SEAL)

APPROVED AS TO FORM:



City of Waldo Attorney