

**INTERLOCAL AGREEMENT BETWEEN FLAGLER COUNTY, FLORIDA AND
THE CITY OF PALM COAST, FLORIDA FOR SHARING OF FY12 JUSTICE
ASSISTANCE GRANT (JAG) GRANT FUNDING FOR PUBLIC SAFETY.**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into between Flagler County (“the County”), a political subdivision of the State of Florida whose address is 1769 East Moody Boulevard, Building #2, Bunnell, Florida 32110, and the City of Palm Coast (“the City”), a municipal corporation organized and existing under the laws of the State of Florida whose address is 160 Cypress Point Parkway Suite B106, Palm Coast, Florida 32164, hereinafter collectively referred to as the “Parties”.

W I T N E S S E T H

WHEREAS, the County is authorized by Section 125.01 (1)(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency’s authorized functions, and

WHEREAS, Section 163.01, Florida Statutes, authorizes the exercise by agreement between two or more public agencies of any power common to them; and

WHEREAS, this Interlocal Agreement is authorized by the provisions of Chapters 125 and 163, Florida Statutes and other applicable law; and

WHEREAS, on May 07, 2012, the County approved submittal of application for FY12 JAG grant funding for the purchase of public safety equipment; and

WHEREAS, the County acts as the grantee for JAG funding and will reimburse the City \$6,000 for camera equipment to be installed in City Parks; and

WHEREAS, the County and the City have determined that it is in the best interests of the Parties to enter into this Agreement.

NOW THEREFORE, in consideration of the premises, mutual covenants, and representations contained herein, constituting good and valuable consideration, the County and the City agree as follows:

Section 1: Purpose.

Establish an agreement between the parties to share funding from grant 2012-DJ-BX-0798 for the purposes of public safety by reimbursing the City \$6,000 for camera equipment to be installed in City Parks upon receipt of the proper documentation.

Section 2: Performance

- a. The City shall select the type of camera equipment and number of units of each piece of equipment to be purchased. The City shall be responsible for ordering the camera equipment and making arrangements for its installation. The vendors supplying the camera equipment and installation services shall be selected exclusively by the City. The total cost of all camera equipment and installation services for which the City can seek reimbursement from the County under this agreement shall not exceed \$6,000.
- b. Following receipt and installation of camera equipment, the City shall submit to the County any and all invoices or other documentation reflecting the cost of the camera equipment purchased and the cost of installation. The County will reimburse the City for the costs of equipment and installation upon receipt of such invoices or other documentation.

Section 3: Indemnification/Insurance.

- a. **Insurance/Indemnification/Employee Status.** The County and City shall, through the term of this Agreement, provide, maintain and keep in force a program of insurance or self-insurance covering its liabilities under the limited waiver of sovereign immunity as prescribed by Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity of either beyond any statutorily limited waiver which may have been or may be adopted by the Florida Legislature, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claims which would otherwise be barred under the doctrine of sovereign immunity. The County and City agree that nothing contained in this Agreement shall be

construed or interpreted as denying to either the County or City any legal remedy or defense available under the laws of the State of Florida. The waiver of a provision herein or a right available to the County or City shall not operate as a further waiver or continuing waiver of said provision or right or any other provision of this Agreement. The County and City agree to provide the other with written notice of any claim subject to these provisions within ten (10) days of its receipt of notice that a claim exists. Each agrees to cooperate fully, subject to the provisions hereof, in the defense of any such claim. The term "claims", as used in this Section, shall include all demands, damages, expenses, fees, penalties, suits, proceedings or actions. Persons employed by either the County or City in the performance of services and functions pursuant to this Agreement shall have no claim against the other local government hereto for salary, pension, workers' compensation, civil service, or other employee rights or privileges.

Section 4: Force Majeure. No party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force *majeure*. *Force Majeure* shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any emergency declaration under state or local law, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and authority and without the fault or negligence of the party seeking relief under this Section.

Section 5: Applicable Law/Venue. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, except its conflict of law provisions. Venue for any dispute resulting from this Agreement shall be in Flagler County, Florida.

Section 6: Severability. If any term, provision or condition contained in this Agreement shall to any extent, be held invalid or unenforceable, the remainder of this Agreement,

or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

Section 7: Notices. All notices, consents, approvals, waivers and elections that any party shall be required or shall desire to make or give under this Agreement shall be in writing and/or shall be sufficiently made or given only when mailed by Certified Mail, postage prepaid, return receipt requested, addressed as follows to the parties listed below or to such other address as any party hereto shall designate by like notice given to the other parties hereto:

COUNTY: County Administrator
Flagler County
1769 East Moody Blvd., Building 2
Bunnell, Florida 32110

CITY: City Manager
City of Palm Coast
160 Cypress Point Parkway Suite B106
Palm Coast, Florida 32164

Notices, consents, approvals, waivers and elections given or made as provided herein shall be deemed to have been given and received on the date of the mailing thereof.

Section 8. Entire Agreement and Assignment. This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties hereto or their authorized representatives. No party shall assign the Agreement, nor any interest herein, without the express written consent of the other party.

Section 9. Interpretation. 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 counsel for one of the parties, it being recognized that both the County and the City have contributed substantially and materially to the preparation hereof.

Section 10: Headings. All section and descriptive headings in this Agreement are inserted and intended for convenience only, and shall not affect the construction or interpretation hereof.

Section 11: Counterparts. This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 12: Effective Date. This Agreement shall be effective as of the date it is recorded by the Clerk of the Courts.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed for the uses and purposes herein expressed.

APPROVED this ____ day of _____, 2012, by the Flagler County Board of County Commissioners.

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**

Barbara Revels, Chair

ATTEST:

Gail Wadsworth, Clerk and Ex Officio Clerk
to the Board

APPROVED AS TO FORM:

Al Hadeed, County Attorney

APPROVED this _____ day of _____, 2012, by the City of Palm Coast, Florida.

CITY OF PALM COAST, FLORIDA

Jon Netts, Mayor

ATTEST:

Virginia Smith, City Clerk

APPROVED AS TO FORM:

William Reischmann, City Attorney