

AN INTERLOCAL AGREEMENT

BETWEEN THE INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS AND THE INDIAN RIVER COUNTY SHERIFF'S OFFICE CONCERNING PROVIDING MEALS DURING DECLARED STATE AND LOCAL EMERGENCIES

This Interlocal Agreement (the "Agreement") is made and entered into this 17th day of October, 2023, (the "Effective Date") between Indian River County Board of County Commissioners, (the "COUNTY") and the Indian River County Sheriff's Office (the "SHERIFF'S OFFICE").

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163, Florida Statutes permits "public agencies" as defined in Section 163.01(3)(b), to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, pursuant to Section 252.38(I)(d), Florida Statutes, during a declared state of local emergency and upon the request of the director of a local emergency management agency, the Sheriff's Office shall participate in emergency management by providing meals to County staff,

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

Recitals

The Parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference.

Purpose

The SHERIFF'S OFFICE agrees, that after meeting its responsibilities to inmates and staff, it will provide upon request of COUNTY, meals to COUNTY during and after an emergency.

Transportation

The SHERIFF'S OFFICE shall provide transportation of meals to the COUNTY.

Reimbursement

The COUNTY shall be responsible for reimbursing the SHERIFF'S OFFICE for all reasonable and necessary costs and expenses incurred by the SHERIFF'S OFFICE in providing the meals pursuant

to the COUNTY's request through its Office of Management and Budget. The COUNTY may require reasonable additional documentation of costs and expenses sufficient to document the expenditures per the COUNTY's Office of management and Budget. Reimbursement requests will normally be paid within thirty (30) days following the COUNTY's receipt of the invoice(s), but in no event more than sixty (60) days, unless the COUNTY formally disputes in writing some or all of the costs and expenses as set forth herein. Notwithstanding the forgoing, the COUNTY shall reimburse all undisputed costs and expenses not later than sixty (60) days from receipt of the invoice. If the COUNTY disputes a cost or expense the COUNTY shall within fifteen (15) days of receipt of the invoice, provide the SHERIFF'S OFFICE with a written explanation of the basis of the dispute with regard to the disputed cost or expense and the parties shall attempt to resolve the dispute in accordance with the provisions of Chapter 164, Florida Statutes.

Indemnification

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the Parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee acting with the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the Parties have under Chapter 768.28, Florida Statutes, or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each Party covenants to maintain sufficient general liability and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

Insurance

The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The Parties further agree to provide each other with a copy of said insurance certificates.

Non-Discrimination

The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

Modifications

This Agreement may be modified or amended only by mutual written consent of the Parties.

Relationship of the Parties

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

No Third-Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor express or implied, upon any other third person.

Pre-Emergency Event Responsibilities

The COUNTY will provide the SHERIFF'S OFFICE the number of meals needed (meal count) as soon as possible with the goal of 24 hours in advance when possible, noting that some events/disasters are no notice events and advance notice may not be possible. Each department will be responsible for reporting their meal count to the SHERIFF'S OFFICE.

Post-Emergency Event Responsibilities

During and post event/disaster, each COUNTY department will provide the SHERIFF'S OFFICE with the needed meal count 24 hours in advance to provide the SHERIFF'S OFFICE ample time to be prepared for the number of meals needed. The SHERIFF'S OFFICE will deliver meals to designated locations. The COUNTY departments will disperse the meals and will be responsible for keeping signed lists for meals as per FEMA guidance.

Execution, Term, and Termination

The term of this Agreement shall commence upon the Effective Date and shall remain in effect until replaced by a substitute agreement or otherwise terminated in accordance to this paragraph. This Agreement may be terminated with or without cause by either party to the Agreement by providing at least one hundred eighty (180) days prior written notice to the other party, but in no event shall this Agreement terminate during the period of June 1 through November 30 of each year ("Hurricane Season"), or during any COUNTY declared state of emergency. A notice of termination shall be held in abeyance until the conclusion of the Hurricane Season or a declared state of emergency.

Choice of Law and Venue

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida for claims brought in state court, and Southern District of Florida for those claims justiciable in federal court.

Prior Agreements

This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document signed by all parties. In addition, notwithstanding any other provision set forth herein, it is agreed that this Agreement shall not constitute a third-party beneficiary contract and no third part, even if referenced or mentioned hereunder, shall have any rights or privileges hereunder including, but not limited to, standing to enforce any term or condition of this Agreement or make any claim based on this Agreement.

Construction/Interpretation of Agreement

Each party has participated equally in the negotiation and drafting of this Agreement. In the event that an arbitration panel or court is required to interpret any provision of this agreement, the provision shall not be interpreted for or against either party upon the basis that such party was or was not the preparer of this Agreement.

Severability

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

ATTEST: Ryan L. Butler, Clerk of Courts,
and Comptroller

BOARD OF COUNTY COMMISSIONERS OF
INDIAN RIVER COUNTY ("County")

By: _____
Deputy Clerk

By: _____
Joseph H. Earman, Chairman

Approved by BCC: _____

Approved:

Approved as to form and legal sufficiency:

John A. Titkanich, County Administrator

Bill DeBaal, County Attorney

INDIAN RIVER COUNTY SHERIFF'S OFFICE

By: 
Sheriff Eric Flowers

Date Approved: 8/21/23

Attest:

By: Nafasham Jenkins, Executive Asst.
(Insert Name, Title)