

**INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY
AND THE ALACHUA COUNTY SHERIFF'S OFFICE FOR SERVICES PROVIDED BY
THE ALACHUA COUNTY CRISIS CENTER NO. 13864**

THIS INTERLOCAL AGREEMENT is made and entered by and between ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," and the Alachua County Sheriff's Office, hereinafter referred to as "ACSO." Hereafter, the County and ACSO are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, Section §163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local government entities, including cities and counties, to enter into agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety, and welfare of their citizens; and

WHEREAS, the County, through the Alachua County Crisis Center (the "Crisis Center"), provides a 24/7 telephone hotline and Mobile Response Team services throughout Alachua County; and

WHEREAS, as a member agency of the 988 Suicide & Crisis Lifeline, the Alachua County Crisis Center receives 988 calls automatically redirected for the North Central Florida area; and

WHEREAS, the Crisis Center provides follow-up assessment and referral services to those for whom they provide mobile crisis response services; and

WHEREAS, the ACSO can contact the Crisis Center when an individual or family is experiencing a crisis for assistance; and

WHEREAS, the Parties would like to collaborate to increase the effectiveness and coordination of crisis response services by enhancing collaboration; and

WHEREAS, the Parties are not creating a joint venture or enterprise concerning this collaborative approach; they are organizing their respective roles in delivering crisis response services.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this Interlocal Agreement, and the mutual agreements and covenants herein contained, the Parties agree as follows:

1. **Term:** After execution by the Parties, this Interlocal Agreement shall commence and become effective upon filing as provided in Section 17, below, and continue until terminated as contained herein or superseded by another Interlocal Agreement.
2. **Purpose and Limitation of Obligation:** The purpose of this Interlocal Agreement is to:
 - 2.1. Enhance the collaboration between the ACSO and the Crisis Center.

2.2. The powers and purposes enumerated in this Interlocal Agreement constitute proper governmental purposes for the benefit and welfare of Alachua County's citizens and involve the exercise of essential and appropriate governmental functions.

3. **Tasks:**

3.1. Alachua County Crisis Center crisis counselors will accept calls referred by 911 operators from callers seeking non-emergent help with suicidal thoughts or emotional crisis.

3.2. Alachua County Crisis Center crisis counselors will instruct callers needing emergency services, such as fire, law enforcement, or medical services, to hang up and dial 911.

3.3. Alachua County Crisis Center crisis counselors will attempt to collect appropriate information from callers unable or unwilling to dial 911 and transmit that information to the appropriate 911 Public Safety Answering Point (PSAP).

3.4. Alachua County Crisis Center crisis counselors will, when a caller is determined to be at imminent risk for suicide or suicide is in progress, collect as much information as possible on the circumstances and notify the appropriate PSAP. This will include information on suicide plans, potential weapons, and other known dangers to responding emergency personnel. The Alachua County Crisis Center crisis counselor will remain on the line with the caller as long as possible. In these circumstances, the crisis counselor will share any caller ID information, address, location, or other identifying information the caller has shared.

3.5. ACSO: Agrees to work collaboratively with the Crisis Center and support the Crisis Center.

3.5.1. Alachua County Combined Communications Center operators will, at their discretion, refer or transfer callers in emotional crises to the Alachua County Crisis Center. When possible, 911 operators will inform crisis counselors that they have transferred a call and let the crisis counselor know whether they intend to monitor the call.

3.5.2. Alachua County Combined Communications Center operators will use the identifying information provided by the crisis center for situations involving imminent risk of harm or harm in progress and assist with the location and dispatch of emergency services to these callers 24 hours per day when requested by the Alachua County Crisis Center.

- 3.6. Both Parties agree to:
- 3.6.1. That all services provided for the Program shall adhere to all applicable Federal, state, and local laws, rules, and regulations (such as HIPAA) and all applicable requirements of licensing or certifying organizations.
 - 3.6.2. The Parties agree that all services shall be performed and delivered professionally using best practices in the industry.
 - 3.6.3. The Parties agree to work together to review and further refine the crisis response process over time and to periodic meetings to ensure ongoing awareness of the purpose and method to access crisis response services.
 - 3.6.4. Provide cross-training and consultation on crisis response services.
 - 3.6.5. Work cooperatively to resolve any issues that arise during the course of administering this Interlocal Agreement.
 - 3.6.6. Work cooperatively to protect the confidentiality of the information obtained through this Interlocal Agreement, and it will not be shared with third parties except as authorized by law and as necessary to serve those in crisis.
 - 3.6.7. Each Party shall be regarded as independent from one another for all purposes. This Interlocal Agreement does not create any employment, agency, franchise, joint venture, partnership, or other similar legal relationship between the parties. Neither Party has the authority to bind or act on behalf of the other Party.
 - 3.6.8. Each party shall carry all required insurance coverage and meet any other requirements for performing its duties under the requirements set forth by Lutheran Services Florida Health Systems.
 - 3.6.9. Either Party may terminate this Interlocal Agreement with or without cause by providing thirty-(30) calendar days' notice of such intent to terminate to the Parties under the Notice Provision.
 - 3.6.10. Each Party is responsible for its own acts or omissions with respect to services provided under this Interlocal Agreement. Alachua County does not waive any immunities provided by Federal or State law.
4. **Notice.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received: (i) three (3) business days after it is deposited in a United States Postal Service mailbox or (ii) immediately upon personally delivered with signed proof of delivery. For purposes of all notices, the representatives of the County and SBAC are:

County: Alachua County Crisis Center
Alachua County Community Support Services 218 SE 24th Street
Gainesville, FL 32641 Attention: Director

ACSO: Alachua County Sheriff
Alachua County Sheriff's Office, 2621 SE Hawthorne Road
Gainesville, FL 32627-5489

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

J.K. "Jess" Irby, Esq., Clerk 12 SE 1" Street
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Procurement Division
12 SE 1st Street Gainesville,
FL 32601
Attn: Contracts

5. **Default and Termination.** The failure of either Party to comply with any provision of this Agreement will make that Party default. The Party claiming default will notify the other Party in writing. This notification will specifically reference the provision which gave rise to the default. The defaulting party will have (7) days to cure the default or submit a plan acceptable to the other party. The Director of Alachua County Community Support Services is authorized to provide written notice of default on behalf of the County. If the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of Alachua to ACSO.
6. The ACSO Sheriff or designee is authorized to provide written notice of default on behalf of the ACSO if the default situation is not corrected within the allotted time.
7. The ACSO Sheriff or designee is authorized to provide notice of termination on behalf of the ACSO. Neither party may terminate this Interlocal Agreement for convenience (i.e., without cause).
8. **Sovereign Immunity** The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(0), Florida

Statutes, therefore, one party shall not be jointly liable for the torts committed by the other party's officers, employees, agents, representatives, or contractors. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representatives, and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third party, allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. **Assignment of Interest.** Neither party may assign, convey, pledge, sublet, transfer, or otherwise dispose of any interest in this Interlocal Agreement without the prior written consent of the other party.
10. **Successors and Assigns.** The ACSO and the County each bind the other and their respective successors and assigns in all respects to this Interlocal Agreement's terms, conditions, covenants, and provisions.
11. **Third-Party Beneficiaries.** This Interlocal Agreement does not create any relationship with rights in favor of any third party.
12. **Severability.** If any provision of this Interlocal Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
13. **Governing Law and Venue.** This Interlocal Agreement is governed and construed in accordance with the laws of the State of Florida. The sole and exclusive venue for all actions arising from or related to this Interlocal Agreement shall be in Alachua County.
14. **Attachments.** All exhibits attached to this Interlocal Agreement are incorporated into and made part of this Interlocal Agreement by reference.
15. **Amendments.** The Parties may amend this Interlocal Agreement only by mutual written agreement that is executed by both Parties and duly recorded in accordance with §163.01(11), Florida Statutes per Section 17.
16. **Construction.** This Interlocal 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 Interlocal Agreement.
17. **Counterpart.** This Interlocal Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.
18. **Recording of Interlocal and Amendments** Upon execution by the Parties hereto, the County shall file a copy of this Interlocal Agreement with the Clerk of the Circuit Court in

and for Alachua County, Florida. All subsequent amendments to this Interlocal Agreement, if any, shall be filed with the Clerk of Court in and for Alachua County, Florida.

19. **Entire Agreement.** This Interlocal Agreement constitutes the entire agreement and supersedes all prior written or oral understandings or representations but does not supersede, replace or amend any existing Interlocal Agreements between the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair
Board of County Commissioners

Date: _____


ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Alachua County Sheriff's Office

By:  _____

Clovis Watson, Jr.

Alachua County Sheriff

Date: August 21, 2023