

1 **INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND**
2 **THE ALACHUA COUNTY SHERIFF FOR A RADIO MAINTENANCE PROGRAM**
3 **AND OVERSIGHT OF THE COUNTY’S RADIO TRUNKING SYSTEM NO. 14339**
4

5 **THIS INTERLOCAL AGREEMENT** (“agreement”), made and entered into this
6 _____ day of _____, 2024, by and between Alachua
7 County, a charter county and political subdivision of the State of Florida, by and through its
8 Board of County Commissioners, hereinafter referred to as the “County,” and the Honorable
9 Emery A. Gainey, in his official capacity as Sheriff of Alachua County, hereinafter referred to as
10 “Sheriff”;

11 **WITNESSETH:**

12 **WHEREAS**, the County and the Sheriff are authorized by §163.01, Florida Statutes, to
13 enter into agreements to cooperatively and efficiently use their powers to provide public services
14 that will advance the general health, safety, and welfare of the citizens of Alachua County; and

15 **WHEREAS**, the parties hereto previously entered into an Agreement dated June 13,
16 2016 for the provision of radio maintenance services by the Sheriff to the County; and

17 **WHEREAS**, the parties wish to enter into a new agreement which supersedes the
18 previous agreement and also provides for oversight and maintenance of the 800 MHz radio
19 trunking system (SYSTEM) acquired by the County in addition to radio maintenance; and

20 **WHEREAS**, the Sheriff currently employs full-time radio maintenance staff which are
21 capable of providing the radio maintenance needs of County’s Fire Rescue Department
22 (hereinafter referred to as ACFR); and

23 **WHEREAS**, the County is willing to fund the position of Radio Manager within the
24 Sheriff's budget to oversee the operation and maintenance of the SYSTEM as well as the
25 purchase of a new vehicle for the Radio Manager's use in performing the duties and
26 responsibilities imposed by this Agreement, and the Sheriff is willing to create the position of
27 Radio Manager;

28 **NOW, THEREFORE**, for and in consideration of the mutual benefits to flow to each
29 other the County and the Sheriff agree as follows:

30 **1. Sheriff's Scope of Services and Obligations**

- 31 a. Repair, inspect, troubleshoot, and maintain all ACFR radio equipment, including
32 contract fire station equipment belonging to the County, and documentation
33 thereof. The Sheriff will provide other various reports as requested by the County
34 as a result of other radio maintenance-related work performed on behalf of the
35 County for ACFR.
- 36 b. Act as the day-to-day liaison for maintenance and operational matters on behalf of
37 the County on all matters associated with ACFR radio equipment and tower site
38 equipment.
- 39 c. Store and maintain communications equipment covered by this Agreement to
40 meet short term needs. Short term is defined as those parts necessary to meet
41 ACFR demand over a thirty (30) day period.
- 42 d. Manage ACFR FCC radio frequency licenses.
- 43 e. Manage ACFR FCC tower registrations and FAA requirements.
- 44 f. Coordinate, request, and manage propagation studies on behalf of ACFR.
- 45 g. Program VHF and/or 800MHz pagers.

- 46 h. Troubleshoot fire paging issues and equipment; coordinate the diagnostics or
47 repair of paging equipment.
- 48 i. Conduct annual ECB testing with each ACFR station and each ACFR contract
49 station. The testing is to be conducted with one station at a time, on different days
50 of the week, at a time selected by the Combined Communications Center (CCC).
- 51 j. Provide all maintenance coordination and technical oversight of the countywide
52 trunked radio SYSTEM in concert with the contractual radio maintenance service
53 provider, including:
- 54 i. Create/manage talk groups
 - 55 ii. Alias changes
 - 56 iii. SYSTEM monitoring
- 57 k. For all County leased and owned tower sites:
- 58 i. Routine checks on all systems, including UPS, AC, and generators
 - 59 ii. Security monitoring, including entry, temperature and camera alerts
 - 60 iii. Seasonal hurricane preparation
 - 61 iv. Contacting appropriate personnel to report issues

62 No other services or obligations on the part of the Sheriff are contemplated under this
63 Agreement.

64 **2. County's Obligations**

- 65 a. Annually fund an amount equal to a .5 radio technician, and 1 FTE Radio
66 Manager position, including salary, wages, insurance, and benefits, as specified in
67 the Sheriff's certified budget request. Said amount is subject to increase each
68 year due to pay increases, and/or increased costs of insurance and benefits. For

- 69 the first year of this Agreement, the County will amend the Sheriff's budget by
70 the amount agreed upon to cover the Radio Manager position.
- 71 b. Reimburse the Sheriff an amount to be agreed upon annually, not to exceed
72 \$15,000, to cover the Sheriff's costs of tools, equipment, training or other related
73 costs. The amount will be paid as a reimbursable expense invoiced to and paid by
74 the County.
- 75 c. Reimburse the Sheriff an amount to be agreed upon to cover the Sheriff's costs of
76 purchasing a vehicle to be used by the Radio Manager in fulfillment of his/her
77 responsibilities. The amount will be paid as a reimbursable expense invoiced to
78 and paid by the County.
- 79 d. Work cooperatively with the Sheriff and quickly respond to all questions and
80 concerns associated with the Sheriff's scope of services.
- 81 e. If the County purchases any equipment or product which requires the Sheriff to
82 have software, hardware, diagnostic devices or other equipment to provide radio
83 maintenance, the acquisition or purchase of the software, hardware or diagnostic
84 equipment is the responsibility of the County and ownership remains vested with
85 the County.
- 86 f. Fully fund the services of a nationally recognized radio system maintenance
87 services provider, whose services are available to the Sheriff's office, for
88 maintaining the countywide trunked radio SYSTEM.
- 89 g. Be responsible for system expansion and funding, and maintain authority for
90 approval of new subscriber agencies operating on the trunked radio SYSTEM.

91 h. Maintenance of the facilities and structures, including towers, used by the trunked
92 radio SYSTEM.

93 **3. Term of Agreement**

94 This agreement is effective and shall commence upon the recording of the agreement as provided
95 herein and shall continue unless terminated as provided herein or superseded.

96 **4. Default and Termination**

97 a. Default

98 i. The failure of either party to comply with any material provision of this
99 Agreement will place that party in default and provides the non-defaulting party
100 the right to terminate this agreement. Prior to terminating the agreement, the non-
101 defaulting party will notify the other in writing. This notification will make
102 specific reference to the provision which gave rise to the default. The party
103 claiming default will give the other party thirty (30) days to cure the default or to
104 submit a plan to cure acceptable to the other party.

105 ii. The ACFR Fire Chief is authorized to provide written notice of default on behalf
106 of the County. If the default is not corrected within the allotted time, the County
107 Manager is authorized to provide final termination on behalf of the County to the
108 Sheriff.

109 iii. The CCC Manager is authorized to provide notice of default on behalf of the
110 Sheriff. The Chief Deputy is authorized to provide notice of termination on behalf of the
111 Sheriff.

112 b. Termination

113 i. Either party may also terminate the Agreement without cause by first providing
114 at least thirty (30) days written notice before September 30 of any year, to the other party. The
115 County Manager and the Sheriff are authorized to provide written notice of termination to the
116 other. Any such termination will be effective at the end of the fiscal year following the notice of
117 termination. The County will pay the Sheriff for all work completed upon receipt of invoice
118 therefor.

119 ii. If funds to finance this agreement become unavailable, either party may
120 terminate the agreement with no less than twenty-four (24) hours notice in writing to the other
121 party. Each party will be the final authority as to the availability of funds for their respective
122 agencies. The County will pay the Sheriff for all work which was completed prior to any notice
123 of termination upon receipt of invoice therefore.

124 **5. Liability**

125 a. Each party shall be solely responsible for the negligent or wrongful acts of their
126 employees and agents. Nothing contained herein shall constitute a waiver by either party of its
127 sovereign immunity, the limits of liability or any other provision of §768.28, Florida Statutes.

128 b. The Sheriff shall provide workers compensation coverage for the work done by the radio
129 maintenance staff on behalf of the County.

130 **6. Notice**

131 Except as otherwise provided in this agreement, any notice of default or termination from
132 either party to the other party must be in writing and sent by certified mail, return receipt requested,
133 or by personal delivery with a signed proof of delivery. For purposes of notice, the representatives
134 as provided herein are:

135 For Notice of Default:

136 Alachua County Fire Rescue
137 ATTN: Fire Chief
138 911 SE 5th Street
139 Gainesville, FL 32602

Alachua County Sheriff's Office
Chief of Staff
2621 S.E. Hawthorne Road
Gainesville, FL 32641

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141 For Notice of Termination:

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143 Alachua County Manager
144 12 SE 1st Street
145 Gainesville, FL 32601

Chief Deputy
Alachua County Sheriff's Office
2621 S.E. Hawthorne Avenue
Gainesville, FL 32641

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

149 J.K. Jess Irby, Esq. Clerk
150 12 SE 1st Street
151 Gainesville, FL
152 ATTN: Finance and Accounting
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Purchasing Division
ATTN: Contracts
12 SE 1st Street
Gainesville, FL 32601

154 **7. Records**

155 All records relating in any manner whatsoever to the work performed hereunder, which are in the
156 possession of either party, shall be made available to the other party for inspection and copying
157 upon request, and shall be retained as required by Chapter 119, Florida Statutes (The Public
158 Records Act) and retention schedules as promulgated by the Florida Bureau of Archives and
159 Records Management after the completion of all work performed.

160 **8. Successors.**

161 The County and the Sheriff each bind the other and their respective successors in all respects to all
162 of the terms, conditions, covenants, and provisions of this agreement.

163 **9. Independent Contractor.**

164 In the performance of this agreement, the Sheriff is acting in the capacity of an independent
165 contractor and not as an agent, employee, partner, joint venture, or associate of the County. The
166 Sheriff is solely responsible for the means, method, technique, sequence and procedure utilized by

167 her in the full performance of the agreement. The Sheriff has the sole duty to supervise, manage,
168 operate, control and direct the performance of details in the full performance of this agreement.
169 Nothing in this agreement shall be construed to create a partnership or joint venture, to create the
170 relationship of an employer/employee or principle/agent or, to otherwise create any liability for
171 the County whatsoever with respect to the indebtedness, liabilities and obligations of the Sheriff
172 or any other party.

173 **10. Third Party Beneficiaries.**

174 This agreement does not create any relationship with, or any rights in favor of, any third party.

175 **11. Severability.**

176 If any provision of this agreement is declared void by a court of law, all other provisions shall
177 remain in full force and effect.

178 **12. Conflict of Interest.**

179 The Sheriff warrants that neither she nor any of her employees have any financial or personal
180 interest that conflicts with the execution of this agreement. The Sheriff shall notify the County of
181 any conflict of interest due to any other clients, contracts, or property interests.

182 **13. Non Waiver.**

183 The failure of any party to exercise any right in this agreement shall not be considered a waiver of
184 such right.

185 **14. Governing Law and Venue.**

186 This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in
187 Alachua County.

188 **15. Amendments.**

189 The parties may amend this agreement only by mutual written agreement of the parties.

190 **16. Captions and Section Headings.**

191 Captions and section headings used herein are for convenience only and shall not be used in
192 construing this Agreement.

193 **17. Construction.**

194 This agreement shall not be construed more strictly against one party than against the other merely
195 by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both
196 parties have substantially contributed to the preparation of this Agreement.

197 **18. Recording of Agreement.**

198 Upon execution by the parties hereto, the County shall record this agreement in the Official
199 Records of Alachua County.

200 **19. Entire Agreement.**

201 This agreement constitutes the entire agreement and supersedes all prior written or oral
202 agreements, understandings or representations.

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208 **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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210 **IN WITNESS WHEREOF**, the parties have caused this agreement to be executed for the uses
211 and purposes therein expressed on the date and year first above-written.

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ALACHUA COUNTY, FLORIDA

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By _____

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Mary C. Alford

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Chair, Alachua County BoCC

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221 ATTEST:

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APPROVED AS TO FORM:

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Alachua County Attorney's Office

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ALACHUA COUNTY SHERIFF

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By: _____

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Emery A. Gainey, Sheriff

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240 WITNESS:

APPROVED AS TO FORM:

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Sheriff's General Counsel

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