

**INTERLOCAL AGREEMENT BETWEEN
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
AND
BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA
FOR THE PROVISION OF ADVANCED LIFE SUPPORT AMBULANCE STANDBY
SERVICES FOR HIGH SCHOOL FOOTBALL GAMES**

This **INTERLOCAL AGREEMENT** ("Agreement") is entered into on this 23rd day of July, 2019, by and between **THE SCHOOL BOARD OF MARION COUNTY, FLORIDA** ("SCHOOL BOARD") and the **BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA** ("COUNTY"), collectively referred to as parties.

RECITALS

WHEREAS, pursuant to the Florida Interlocal Cooperation Act of 1969, § 163.01, Fla. Stats. (2018), the SCHOOL BOARD and the COUNTY mutually desire to enter into an Agreement for Advanced Life Support Ambulance Standby Services for High School Football Games ("Services") for the benefit of all individuals in attendance at such events of the Marion County School System; and

WHEREAS, COUNTY wishes to obligate itself to be available to perform such Services, according to the terms and conditions specified in this Agreement; and

WHEREAS, in fulfillment of SCHOOL BOARD'S concern for the public, and student welfare in the SCHOOL BOARD's Athletic Program, this Agreement will provide Services for home football games to the extent possible by COUNTY. The seven (7) high schools having need for emergency coverage at home football games are: Belleview HS, Dunnellon HS, Forest HS, Lake Weir HS, North Marion HS, Vanguard HS (Booster Stadium), and West Port HS.

IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. **SCOPE OF WORK:**

A. COUNTY will:

- 1) maintain a plan for emergency services;
- 2) provide appropriate emergency care when needed;
- 3) maintain records on all services and submit a summary report at the end of the football season; and
- 4) be in attendance at football games according to the schedule of home football games attached to this Agreement as Exhibit "A." For additional home playoff game(s) not listed on Exhibit A, if any, SCHOOL BOARD shall notify COUNTY, within twenty-four (24) hours of the official scheduling of additional non-scheduled games including playoff game(s), of the time and

place of such playoff game(s). When scheduling conflicts arise, the SCHOOL BOARD shall have the final authority as to what higher risk game will be given priority. COUNTY cannot guarantee ambulance coverage will be provided with less than twenty-four (24) hours' notice.

B. SCHOOL BOARD will:

- 1) reimburse COUNTY one hundred seventy-five dollars (\$175.00) per hour for each dedicated unit. There will be a two (2) hour minimum fee. If a game is cancelled, SCHOOL BOARD must give COUNTY at least eight (8) hours' notice in order to cancel COUNTY's employee's overtime. If a game is cancelled and SCHOOL BOARD does not give COUNTY at least eight (8) hours' notice, SCHOOL BOARD will pay three hundred fifty dollars (\$350.00) to COUNTY. Standby (non-dedicated) units will be provided by COUNTY at no charge. Proper invoices will be submitted to the Superintendent or her designee, at the end of each month, or at the end of the football season.

2. **PAYMENT OF TRANSPORT/MEDICAL SERVICES.** The parties acknowledge that the individual being transported or being provided medical services not SCHOOL BOARD, will be responsible for the payment of his or her own fees and must be invoiced directly by COUNTY.

3. **COMPENSATION.** The cost of Services will not exceed Forty Thousand and 00/100 (\$40,000.00) for the term of this Agreement. Fees will be payable upon receipt of an invoice, except for fees that SCHOOL BOARD may dispute in good faith for reasons outlined in writing by SCHOOL BOARD within ten (10) days after receiving such invoice. School Board will make all payments pursuant to the "Local Government Prompt Payment Act," Chapter 218, Fla. Stats. (2018). Invoices for fees or other compensation for services or expenses must be submitted to SCHOOL BOARD in detail sufficient for a proper pre-audit or post-audit thereof. COUNTY must comply with §218.74(4), Fla. Stat. (2018), in assessing any service charge to any overdue amounts under this Agreement. SCHOOL BOARD payments will be made in accordance with approved invoices. Should the maximum compensation amount above be reached, COUNTY shall not be obligated to provide any further service outlined on Schedule A until such time both parties have amended this section of this Agreement.

4. **EXCESS FUNDS.** Any Party receiving funds paid by SCHOOL BOARD under this Agreement must promptly notify SCHOOL BOARD of any funds erroneously received upon the discovery of such receipt. COUNTY must refund excess funds to SCHOOL BOARD, and COUNTY must refund excess funds paid by SCHOOL BOARD due to COUNTY billing errors with interest calculated from the date of the erroneous payment or overpayment. The interest rate for judgments under § 55.03, Fla. Stats. (2018), at the time SCHOOL BOARD made the erroneous payment or overpayment will apply.

5. **REIMBURSABLE EXPENSES.** SCHOOL BOARD will not reimburse COUNTY for any expenses incurred by COUNTY, or its employees in the performance of this Agreement.

6. **NATURE OF AGREEMENT.** Nothing in this Agreement will constitute or be construed to be or to create a joint venture or partnership between the COUNTY and the SCHOOL BOARD.

7. **INDEPENDENT CONTRACTOR STATUS.** COUNTY is an independent contractor for all purposes arising under this Agreement. COUNTY and its officers, agents, or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of SCHOOL BOARD. No officer, agent, or employee of COUNTY or SCHOOL BOARD shall be deemed an officer, agent, or employee of the other party. Neither COUNTY nor SCHOOL BOARD, nor any officer, agent, or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave, or other leave benefits.

8. **TERM & TERMINATION.** This Agreement is effective on the date last signed by the parties, and will terminate at the end of the business day on June 30, 2020. This Agreement may be renewed for three additional one-year periods is contingent upon the same terms and conditions, the satisfactory performance of the COUNTY, and availability of funds. Each party reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said Agreement should be terminated for convenience as provided herein, the parties will be relieved of all obligations under this Agreement. SCHOOL BOARD shall only be required to pay COUNTY the hourly rate described above for services performed before termination of the Agreement. Upon receipt of a notice of SCHOOL BOARD's termination, COUNTY shall cease incurring additional obligations under this Agreement.

Each payment obligation of SCHOOL BOARD created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of Services. SCHOOL BOARD shall have the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not allocated and available, this Agreement may be terminated by SCHOOL BOARD at the end of the period for which funds are available. SCHOOL BOARD shall notify COUNTY at the earliest possible time before such termination.

9. **LIABILITY AND INSURANCE.** The SCHOOL BOARD agrees to indemnify and hold harmless the COUNTY, its officers, employees, and agents from any and all liability or claims arising out of the negligence or willful misconduct of the SCHOOL BOARD, its officers, employees, agents and assigns, in connection with the Services undertaken pursuant to this Agreement. The COUNTY agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, employees, and agents from any and all liability or claims arising out of the negligence or willful misconduct of the COUNTY, its officers, employees, agents and assigns, in connection with the Services provided pursuant to this Agreement.

10. **QUALIFICATIONS/LICENSING.** COUNTY represents and warrants to SCHOOL BOARD that it and its employees have the professional qualifications, licenses, and permits required by state and local governments and regulatory bodies to provide the Services.

11. **LOCATION OF SERVICES.** Services to be provided during home football games for the following High Schools: Belleview HS, Dunnellon HS, Forest HS, Lake Weir HS, North Marion HS, Vanguard HS (Booster Stadium), and West Port HS according to the schedule of home football games attached to this Agreement as Exhibit "A."

12. **NON-DISCRIMINATION.** Neither Party will subject any person to discrimination because of age, race, color, disability, pregnancy, gender, marital status, national origin, or religion, in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.

13. **ASSIGNMENT.** This is an Agreement for professional and specialized services and shall not be assigned by COUNTY or by SCHOOL BOARD in any manner or by operations or law.

14. **ENTIRE UNDERSTANDING.** This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes any and all other communications and negotiations by and between the parties relating to the Services provided under this Agreement.

15. **AMENDMENT OF AGREEMENT.** This Agreement cannot be changed, modified, or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification, or discharge is sought.

16. **ATTORNEY'S FEES.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.

17. **PUBLIC RECORDS.**

A. IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: PUBLIC RELATIONS, 601 SE 25TH AVE. OCALA, FL 34471 PHONE: 352-438-2300 FAX: 352-438-2309 EMAIL: PUBLICRELATIONS@MARIONCOUNTYFL.ORG.

B. IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA

STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 420-A SE ALVAREZ AVENUE, OCALA, FLORIDA 34471.

18. **NOTICES.** All notices, requests, consents, and other communications required or permitted under this Agreement must be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

AS TO COUNTY:

Rodney K. Mascho, Division Chief of EMS
2631 SE 3rd Street
Ocala, FL 34471
Email: rodney.mascho@marioncountyfl.org
Fax Number: 352-291-8098

AS TO SCHOOL BOARD:

Mr. James "Jody" Phillips
512 SE Third Street
Ocala, Florida 34471
Email: james.phillips@marion.k12.fl.us

WITH COPY TO:

Current School Board Chair
The School Board of Marion County, Florida
512 SE Third Street
Ocala, Florida 34471

or to such other address(es) as the Parties may mutually designate by notice complying with the terms of this Agreement. The Parties shall deem the notice delivered:

- A. On the date delivered, if by personal delivery,
- B. On the date faxed or emailed, if by facsimile or email, and
- C. On the date, a party signed the Return Receipt, or refused acceptance of delivery, or the notice is designated by the postal authorities as not delivered if mailed to the proper address.

19. **GOVERNING LAW & VENUE.** This Agreement and all transactions contemplated hereunder will be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any litigation related hereto will be in Marion County, Florida.

20. **COMPLIANCE WITH LAWS AND POLICIES.** Each party must comply with all applicable federal and state laws, codes, rules, and regulations and both COUNTY and SCHOOL BOARD policies in performing its duties, responsibilities, and obligations pursuant to this Agreement.

21. **CONFIDENTIAL INFORMATION.** For the purposes of this Agreement, "Confidential Information" means all information disclosed by SCHOOL BOARD to COUNTY, which is in a tangible form and labeled "confidential" (or with a similar legend), or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. At all times, COUNTY shall protect SCHOOL BOARD's Confidential Information from unauthorized use, access or disclosure.

22. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement provides consent by any agency or political subdivision of the State of Florida to allow any person or entity not a party to this Agreement to sue, including, but not limited to, any citizen or employees of the COUNTY or SCHOOL BOARD, in any matter arising out of this Agreement, or to confer any rights on any third party to allow any claim otherwise barred under the doctrine of sovereign immunity or by operation of law.

23. **JESSICA LUNSFORD ACT.** COUNTY agrees that as a condition of entering into this Agreement, pursuant to §§ 1012.32 and 1012.465 or § 1012.467, Fla. Stats. (2018), whichever is applicable, any person entering school grounds or having direct contact with students on behalf of COUNTY must meet Level 2 screening requirements as described in § 1012.32, Fla. Stat. (2018). Screening will be at COUNTY's or employee's expense and must be completed and credentials issued by SCHOOL BOARD prior to the screened individual having access to students or to the school grounds.

24. **NO WAIVER OF SOVEREIGN IMMUNITY.** This Agreement does not waive sovereign immunity by any agency or political subdivision to which sovereign immunity may apply, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2018). This term survives the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

25. **INSPECTOR GENERAL AUDITS.** COUNTY and its subcontractors (if any), shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General or by any other Florida official with proper authority.

26. **WAIVER.** A waiver by either Party of a breach or failure to perform under this Agreement will not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Agreement and the policies of SCHOOL BOARD does not relieve COUNTY of the indemnification provisions required by this Agreement. A waiver is only valid against a party if the waiver is in writing, signed by that party, and then only to the extent expressly specified therein.

27. **E-VERIFY.** Under Executive Order 11-116, COUNTY shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. COUNTY shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

28. **FORCE MAJEURE.** There is no obligation to perform any duty, requirement or obligation under this Agreement if fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either Party, prevents such performance and which reasonable diligence cannot overcome without unusual expense ("Force Majeure"). In no event may either party deem a lack of funds a Force Majeure.

29. **EQUAL EMPLOYMENT OPPORTUNITY.** If this Agreement involves Federal funds more than \$10,000, COUNTY must be in compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

30. **BUSINESS ASSOCIATE AGREEMENT.** The parties acknowledge that they both are defined as covered entities under the federal law titled Health Insurance Portability and Accountability Act (HIPAA). Because either party may require access to or be required to disclose protected health information (PHI). The parties agree as follows:

- a) To maintain PHI as confidential information at all times.
- b) To maintain security measures with the PHI that either party creates, receives, maintains, or sends.
- c) To promptly report any unauthorized access, destruction, disclosure, modification, or use of the PHI.
- d) To disclose PHI to the patient if the type of information can be requested under HIPAA.
- e) To track of the PHI that is disclosed, unless it is disclosed for treatment, payment of health care operations, or to the patient. The parties' disclosure records will include the disclosure date, name, and address of anyone who obtained the information, a description of the information given, and why that information was given out.

- f) To open its disclosure records to federal regulators to check HIPPA compliance.
- g) To disclose PHI only to the extent needed to complete work pursuant to this Agreement, because disclosure is required by law or because the disclosing party can reasonably believe that the person receiving the PHI will protect it and report and confidentiality breach.
- h) Upon termination of this Agreement, any PHI will become part of the medical record and the parties shall protect such information although the Services provided under this Agreement are terminated.
- i) Consistent with paragraph 8 above, the parties agree to hold harmless, indemnify and defend each other, and their respective officers and employees against any claim, action, loss, damage, injury, liability, cost or expense of whatever kind or nature (including but not by way of limitation, attorney's fees and court costs) due to or related in part or in whole to the performance or failure to maintain HIPAA compliance as required herein. The remedy provided to the parties by this indemnification will survive the termination of this Agreement and will be in addition to, and not in lieu of any other remedy available by Agreement or otherwise.
- j) Protection of Electronic Protected Health Information. No later than the compliance date for the Security Standards and at all times thereafter, the parties shall:
 - (i) Protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that the parties create, receive, maintain, or transmit on behalf of either party as required by the Security Standards;
 - (ii) Ensure that any agent, including a subcontractor, to whom the parties provide such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (iii) Promptly report to the other party any security incident of which a party becomes aware.
 - (iv) DEFINITIONS: Terms used in this Agreement shall have the same meaning as those terms used in the Security Standards, currently defined, in relevant part, as follows:
 - a. "Electronic Protected Health Information" means Protected Health Information that is transmitted or maintained in Electronic Media.
 - b. "Electronic Media" means (1) electronic storage media including large memory devices in computers (hard drives) and any removable/transportable digital memory media, such as magnetic tape or disk, optical disk, USB storage device, or digital memory card; or (2) transmission media

used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

- c. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.

31. **COUNTERPARTS.** The Parties may execute this Agreement in counterparts. Faxed or other electronic imaging will be acceptable in place of originals.

32. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party concerning all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ATTEST:

By: Heidi Maier
Heidi Maier, Ed.D., Superintendent

**THE SCHOOL BOARD OF MARION
COUNTY, FLORIDA**

By: Kelly King
Kelly King, Board Chair

Dated: JUL 23 2019

ATTEST:

By: David R. Ellspermann
David R. Ellspermann, Clerk

**BOARD OF COUNTY COMMISSIONERS OF
MARION COUNTY, FLORIDA**

By: David Moore
David Moore, Vice Chair

Dated: 8/6/19

Approved as to Form
and Legal Sufficiency

for County Attorney

EXHIBIT A – Schedule

ALS Service Schedule (Football Games)

Marion County Public Schools - 2019 (and Spring 2020)

	<u>16-Aug</u>	<u>22-Aug</u>	<u>23-Aug</u>	<u>28-Aug</u>	<u>29-Aug</u>	<u>30-Aug</u>		<u>5-Sep</u>	<u>6-Sep</u>	<u>12-Sep</u>	<u>13-Sep</u>	<u>19-Sep</u>	<u>20-Sep</u>	<u>26-Sep</u>
<u>BELLEVUE HS</u>			V 7:00	JV 6:00					V 7:00	JV 6:00		JV 6:00		
<u>DUNNELLON HS</u>					JV 6:30			JV 6:30	V 7:30	JV 6:30			V 7:30	
<u>FOREST HS</u>	V 7:00				JV 6:30				V 7:00					JV 6:30
<u>LAKE WEIR HS</u>			V 7:00			V 7:00					V 7:00	JV 6:00		
<u>NORTH MARION HS</u>		JV 6:00	V 7:30			V 7:30			V 7:30	JV 6:00				JV 6:00
<u>VANGUARD HS</u> (Booster Stadium)	V 7:30	JV 7:00			JV 7:00						V 7:30			
<u>WEST PORT HS</u>		JV 6:00				V 7:00		JV 6:00			V 7:00		V 7:00	JV 6:00

	<u>27-Sep</u>		<u>3-Oct</u>	<u>4-Oct</u>	<u>10-Oct</u>	<u>11-Oct</u>	<u>18-Oct</u>	<u>25-Oct</u>		<u>1-Nov</u>	FHSAA STATE SERIES STARTS	<u>8-Nov</u>	<u>15-Nov</u>	<u>22-Nov</u>
<u>BELLEVUE HS</u>	V 7:00					V 7:00				V 7:00		TBD	TBD	TBD
<u>DUNNELLON HS</u>			JV 6:30			V 7:30		V 7:30		V 7:30		TBD	TBD	TBD
<u>FOREST HS</u>			JV 6:30	V 7:00			V 7:00	V 7:00		V 7:00		TBD	TBD	TBD
<u>LAKE WEIR HS</u>			JV 6:00		JV 6:00		V 7:00			V 7:00		TBD	TBD	TBD
<u>NORTH MARION HS</u>			JV 6:00		JV 6:00	V 7:30	V 7:30					TBD	TBD	TBD
<u>VANGUARD HS</u> (Booster Stadium)	V 7:30		JV 7:00	V 7:30	JV 7:00			V 7:30				TBD	TBD	TBD
<u>WEST PORT HS</u>						V 7:00		V 7:00				TBD	TBD	TBD