

## INTERLOCAL AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between Pinellas County Emergency Medical Services Authority ("Authority"), a special district, and the City of Clearwater, a Florida municipal corporation ("City").

### RECITALS

**WHEREAS**, Authority and City wish to partner to improve and expand water rescue capabilities along the waters in/around Pinellas County; and

**WHEREAS**, The City is purchasing a Rescue Boat and will be able to acquire a larger and more capable Rescue Boat through the funding support from the Authority;

**NOW THEREFORE**, the City agrees, in exchange for funds to be provided by the Authority, and as further described herein; to enhance and improve water rescue capabilities in accordance with the terms as described below.

### AGREEMENT

Authority agrees to provide Two Hundred and Fifty Thousand Dollars (\$250,000) to City upon execution of this agreement and receipt of purchase order(s). City will provide proof of payment for all items subject to this agreement.

City agrees to purchase one (1) 36 ft. Metalcraft Marine, Inc. Model 32 Rescue Boat, hereinafter titled Project ("Project") valued at approximately Six Hundred and Fifty Thousand Dollars (\$650,000).

City will own, maintain and operate this unit for the safe useful life of the Rescue Boat at its own expense.

City will respond to water rescue emergencies and to assist citizens in waters in/around Pinellas County as well as providing closest unit coverage in accordance with the automatic aid agreement.

City has purchased and will take delivery of the Rescue Boat within the next One Hundred and Eighty (180) days. In the event the City does not implement the Rescue Boat by September 30, 2018, the entire amount of funds supplied under Paragraph 1 will be returned to the Authority by October 31, 2018.

City will provide hull insurance for the Rescue Boat and utilize insurance proceeds to repair or replace the Rescue Boat in the event of an insurable loss. In the event of an insurable loss and the City elects to not replace the Rescue Boat, the City will return the pro-rata share of 34.5% of the hull insurance claim proceeds to the Authority.

City is an independent party and is not an agent of the Authority.

**INDEMNIFICATION**

To the greatest extent of applicable law, City agrees to indemnify and defend Authority, its officers, and employees, against all claims of any nature whatsoever arising out of the Project. Nothing herein is intended to nor shall it be construed as a waiver of any immunity from or limitation from liability to which the City or Authority is entitled under the doctrine of sovereign immunity (Section 768.28, Florida Statutes). Nothing herein shall be construed as consent by the Authority or City to be sued by third parties in any matter arising out of this Agreement.

City shall, in all aspects of the Project, ensure that City, its employees, agents or contractors shall be in compliance with all applicable laws.

**IN WITNESS WHEREOF** the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:  
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY  
MEDICAL SERVICES AUTHORITY  
By and through its Board of County  
Commissioners

by: \_\_\_\_\_  
Deputy Clerk

by: \_\_\_\_\_  
Chairman

Countersigned:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_  
George N. Cretekos  
Mayor

By: \_\_\_\_\_  
William B. Horne II  
City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Matthew M. Smith  
Assistant City Attorney II

\_\_\_\_\_  
Rosemarie Call  
City Clerk