

Board of County Commissioners Agenda Request

Date of Meeting: October 30, 2023

Date Submitted: October 30, 2023

To: Honorable Chairperson and Members of the Board

From: Edward J. Dixon, County Administrator

Subject: Approval of Fire Department's Interlocal Fire and Rescue Service Agreements

Statement of Issue:

This agenda item seeks board approval of the Interlocal Fire and Rescue Service Agreements between Gadsden County, Florida, and the Concord, Chattahoochee, Town of Greensboro, Greenshade-Dogtown, Gretna, Town of Havana, Midway, Mt. Pleasant, Robertsville/St. Johns, Sycamore, Wetumpka, and the Quincy Fire Departments.

Background:

The above-named fire departments are currently providing fire and rescue services within the scopes of training, with due diligence, in the unincorporated areas of Gadsden County.

Analysis:

The Interlocal Fire and Rescue Services Agreements were expired on October 1, 2023. This agreement will be a 180 day extension of the previous executed agreement or until such time each respective party can execute updated agreements in full.

Fiscal Impact:

The funding for each department will be the same amount as previous agreement.

Chattahoochee Fire Department	\$48,500.00
Concord Fire Department	\$23,765.12

Greenshade-Dogtown Fire Department	\$19,361.00
Greensboro Fire Department	\$32,031.25
Gretna Fire Department	\$32,031.25
Havana Fire Department	\$49,397.17
Midway Fire Department	\$36,164.31
Mt. Pleasant Fire Department	\$19,632.05
Quincy Fire Department	\$486,688.00
Robertsville-St. Johns Fire Department	\$23,765.12
Sycamore Fire Department	\$23,765.12
Wetumpka Fire Department	\$23,765.12

Options:

1. Approve the Interlocal Fire and Rescue Service Agreements, and authorize the chairperson to sign
2. Do not approve.
3. Board direction

County Administrator's Recommendation

Option 1.

Attachment:

Interlocal Fire and Rescue Service Agreements

INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE CITY OF
CHATTAHOOCHEE, FLORIDA AND GADSDEN COUNTY, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the 30th day of October, 2023 by and between the City of Chattahoochee, Florida, a municipal corporation created and existing under the law of the State of Florida (hereinafter referred to as the "Municipality") and Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County" and collectively referred to as "the Parties"), as follows:

WITNESSETH

WHEREAS, the Municipality and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the Municipality and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Municipality maintains a fire department (the "Department") capable of providing fire and rescue service outside the Municipality's corporate boundaries; and

WHEREAS, residents of Gadsden County residing outside the corporate boundaries are in need of fire and rescue service, and fire and rescue service is a service the County believes would be beneficial to the health and welfare of residents living in the unincorporated areas of the County, and

WHEREAS, the Municipality and the County recognize that it would be beneficial to both parties to utilize a single fire and rescue service for the Municipality and unincorporated County in the immediate vicinity.

NOW, THEREFORE, in consideration of the following and the mutual obligations of the parties contained herein, the parties agree as follows:

1. The Parties agree to extend the prior Interlocal Fire Service Agreement which expired on or about the 1st day of October 2023.
2. The Parties further agree that all terms in force in the prior Interlocal Fire Service Agreement shall remain in force for not less than one hundred eighty (180) days from the date of execution of this agreement, which may be extended in writing by the Parties from time to time as may be necessary.
3. The Parties further agree that the County shall insure against liability for the Municipality's Fire Department while providing fire and rescue service outside the corporate boundaries of the Municipality as described herein. By voluntarily maintaining such insurance the County is not assuming any liability for the acts or omissions by Municipality or the Municipal Fire Department. The Municipality shall maintain liability insurance for the Municipality's Fire

Department while providing fire and rescue service within the Municipality's corporate boundaries and shall maintain Worker's Compensation and all other insurance required by and in accordance with State law and shall indemnify and hold the County harmless for any acts or omissions made or undertaken while providing fire services within the corporate boundaries of the Municipality.

4. The Parties further agree that this agreement shall be effective on the date the agreement is executed by the County.

5. The Parties further agree that any amounts payable to the Municipality by the County shall be prorated back to _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form

Approved as to Form

Municipal Attorney

County Attorney

CITY OF CHATTAHOOCHEE,
FLORIDA

GADSDEN COUNTY, FLORIDA

Mayor, City of Chattahoochee
Commissioners

Chairperson, Gadsden County
Board of County Commissioners

ATTEST:

ATTEST:

City Clerk

Clerk of Court

FIRE AND RESCUE SERVICES AGREEMENT BETWEEN CONCORD
VOLUNTEER FIRE DEPARTMENT, INC. AND GADSDEN COUNTY, FLORIDA

THIS FIRE AND RESCUE SERVICE AGREEMENT is made effective the 30th day of October, 2023, by and between the Concord Volunteer Department, Inc, a Florida not for profit corporation (the “Department”) and Gadsden County, Florida, a political subdivision of the State of Florida (the “County”).

WITNESSETH

WHEREAS, the Concord Volunteer Fire Department (the “Department”) maintains a fire department capable of providing fire and rescue services to the unincorporated areas of the County; and

WHEREAS, the residents of Gadsden County residing within the unincorporated areas of Gadsden County are in need of fire and rescue service, and fire and rescue service is a service that is beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

WHEREAS, the Department and the County recognize that it would be beneficial to both parties for the Department to provide fire and rescue services within their scope of training, with due diligence, in the unincorporated areas of Gadsden County.

WHEREAS, The Department shall be solely responsible for responding, with request, to all incidents requiring response in the unincorporated areas of Gadsden County to provide fire and rescue service in the unincorporated areas of Gadsden County on the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations of the parties contained herein the parties agree as follows:

1. The Parties agree to extend the prior Fire and Rescue Services Agreement which expired on or about the 1st day of October 2023.
2. The Parties further agree that all terms in force in the prior Fire and Rescue Service Agreement shall remain in force for not less than one hundred eighty (180) days from the date of execution of this agreement, which may be extended in writing by the Parties from time to time as may be necessary.
3. The Parties further agree that the County to the extent permitted by law, the County shall insure against liability for the Department while providing fire and rescue service. By voluntarily maintaining such insurance, the County is not assuming any liability for the acts or omissions of the Department. The County shall also maintain Worker’s Compensation insurance required by and in accordance with State law for the Department’s firefighters.

4. The Parties further agree that this agreement shall be effective on the date the agreement is executed by the County.

5. The Parties further agree that any amounts payable to the Department by the County shall be prorated back to _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form:

Approved as to Form:

Fire Chief

County Attorney

CONCORD VOLUNTEER
FIRE DEPARTMENT, INC.

GADSDEN COUNTY, FLORIDA

Authorized Representative

Chairperson, Gadsden County
Board of County Commissioners

ATTEST:

ATTEST:

Secretary

Clerk of Circuit Court

FIRE AND RESCUE SERVICES AGREEMENT BETWEEN GREENSHADE-DOGTOWN
VOLUNTEER FIRE DEPARTMENT, INC. AND GADSDEN COUNTY, FLORIDA

THIS FIRE AND RESCUE SERVICE AGREEMENT is made effective the 30th day of October, 2023, by and between Greenshade-Dogtown Volunteer Department, Inc. a Florida not-for-profit corporation (the “Department”) and Gadsden County, Florida, a political subdivision of the State of Florida (the “County”).

WITNESSETH

WHEREAS, the Greenshade-Dogtown Volunteer Fire Department (the “Department”) maintains a fire department capable of providing fire and rescue services to the unincorporated areas of the County; and

WHEREAS, the residents of Gadsden County residing within the unincorporated areas of Gadsden County are in need of fire and rescue service, and fire and rescue service is a service that is beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

WHEREAS, the Department and the County recognize that it would be beneficial to both parties for the Department to provide fire and rescue services within their scope of training, with due diligence, in the unincorporated areas of Gadsden County.

WHEREAS, The Department shall be solely responsible for responding, with request, to all incidents requiring response in the unincorporated areas of Gadsden County to provide fire and rescue service in the unincorporated areas of Gadsden County on the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations of the parties contained herein the parties agree as follows:

1. The Parties agree to extend the prior Fire and Rescue Services Agreement which expired on or about the 1st day of October 2023.
2. The Parties further agree that all terms in force in the prior Fire and Rescue Service Agreement shall remain in force for not less than one hundred eighty (180) days from the date of execution of this agreement, which may be extended in writing by the Parties from time to time as may be necessary.
3. The Parties further agree that the County to the extent permitted by law, the County shall insure against liability for the Department while providing fire and rescue service. By voluntarily maintaining such insurance, the County is not assuming any liability for the acts or omissions of the Department. The County shall also maintain Worker’s Compensation insurance required by and in accordance with State law for the Department’s firefighters.

4. The Parties further agree that this agreement shall be effective on the date the agreement is executed by the County.

5. The Parties further agree that any amounts payable to the Department by the County shall be prorated back to _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form:

Approved as to Form:

Fire Chief

County Attorney

GREENSHADE VOLUNTEER
FIRE DEPARTMENT, INC.

GADSDEN COUNTY, FLORIDA

Authorized Representative

Chairperson, Gadsden County
Board of County Commissioners

ATTEST:

ATTEST:

Secretary

Clerk of Circuit Court

INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE TOWN OF
GREENSBORO, FLORIDA AND GADSDEN COUNTY, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the 30th day of October, 2023 by and between the Town of Greensboro, Florida, a municipal corporation created and existing under the law of the State of Florida (hereinafter referred to as the "Municipality") and Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County" and collectively referred to as "the Parties"), as follows:

WITNESSETH

WHEREAS, the Municipality and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the Municipality and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Municipality maintains a fire department (the "Department") capable of providing fire and rescue service outside the Municipality's corporate boundaries; and

WHEREAS, residents of Gadsden County residing outside the corporate boundaries are in need of fire and rescue service, and fire and rescue service is a service the County believes would be beneficial to the health and welfare of residents living in the unincorporated areas of the County, and

WHEREAS, the Municipality and the County recognize that it would be beneficial to both parties to utilize a single fire and rescue service for the Municipality and unincorporated County in the immediate vicinity.

NOW, THEREFORE, in consideration of the following and the mutual obligations of the parties contained herein the parties agree as follows:

1. The Parties agree to extend the prior Interlocal Fire Service Agreement which expired on or about the 1st day of October 2023.
2. The Parties further agree that all terms in force in the prior Interlocal Fire Service Agreement shall remain in force for not less than one hundred eighty (180) days from the date of execution of this agreement, which may be extended in writing by the Parties from time to time as may be necessary.
3. The Parties further agree that the County shall insure against liability for the Municipality's Fire Department while providing fire and rescue service outside the corporate boundaries of the Municipality as described herein. By voluntarily maintaining such insurance the County is not assuming any liability for the acts or omissions by the Municipality or the Municipal Fire Department. The Municipality shall maintain liability insurance for Municipality's Fire

Department while providing fire and rescue service within the Municipality's corporate boundaries and shall maintain Worker's Compensation and all other insurance required by and in accordance with State law and shall indemnify and hold the County harmless for any acts or omissions made or undertaken while providing fire services within the corporate boundaries of the Municipality.

4. The Parties further agree that this agreement shall be effective on the date the agreement is executed by the County.

5. The Parties further agree that any amounts payable to the Municipality by the County shall be prorated back to _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form

Approved as to Form

Municipal Attorney

County Attorney

TOWN OF GREENSBORO, FLORIDA

GADSDEN COUNTY, FLORIDA

Mayor, Town of Greensboro
Commissioners

Chairperson, Gadsden County
Board of County Commissioners

ATTEST:

ATTEST:

Town Clerk

Clerk of Court

INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE CITY OF
GRETNA, FLORIDA AND GADSDEN COUNTY, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the 30th day of October, 2023 by and between the City of Gretna, Florida, a municipal corporation created and existing under the law of the State of Florida (hereinafter referred to as the "Municipality") and Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County" and collectively referred to as "the Parties"), as follows:

WITNESSETH

WHEREAS, the Municipality and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the Municipality and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Municipality maintains a fire department (the "Department") capable of providing fire and rescue service outside the Municipality's corporate boundaries; and

WHEREAS, residents of Gadsden County residing outside the corporate boundaries are in need of fire and rescue service, and fire and rescue service is a service the County believes would be beneficial to the health and welfare of residents living in the unincorporated areas of the County, and

WHEREAS, the Municipality and the County recognize that it would be beneficial to both parties to utilize a single fire and rescue service for the Municipality and unincorporated County in the immediate vicinity.

NOW, THEREFORE, in consideration of the following and the mutual obligations of the parties contained herein the parties agree as follows:

1. The Parties agree to extend the prior Interlocal Fire Service Agreement which expired on or about the 1st day of October 2023.
2. The Parties further agree that all terms in force in the prior Interlocal Fire Service Agreement shall remain in force for not less than one hundred eighty (180) days from the date of execution of this agreement, which may be extended in writing by the Parties from time to time as may be necessary.
3. The Parties further agree that the County shall insure against liability for the Municipality's Fire Department while providing fire and rescue service outside the corporate boundaries of the Municipality as described herein. By voluntarily maintaining such insurance the County is not assuming any liability for the acts or omissions by the Municipality or the Municipal Fire Department. The Municipality shall maintain liability insurance for Municipality's Fire

Department while providing fire and rescue service within the Municipality's corporate boundaries and shall maintain Worker's Compensation and all other insurance required by and in accordance with State law and shall indemnify and hold the County harmless for any acts or omissions made or undertaken while providing fire services within the corporate boundaries of the Municipality.

4. The Parties further agree that this agreement shall be effective on the date the agreement is executed by the County.

5. The Parties further agree that any amounts payable to the Municipality by the County shall be prorated back to _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form

Approved as to Form

Municipal Attorney

County Attorney

CITY OF GRETNA, FLORIDA

GADSDEN COUNTY, FLORIDA

Mayor, City of Gretna
Commissioners

Chairperson, Gadsden County
Board of County Commissioners

ATTEST:

ATTEST:

City Clerk

Clerk of Court

INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE TOWN OF
HAVANA, FLORIDA AND GADSDEN COUNTY, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the 30th day of October, 2023 by and between the Town of Havana, Florida, a municipal corporation created and existing under the law of the State of Florida (hereinafter referred to as the "Municipality") and Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County" and collectively referred to as "the Parties"), as follows:

WITNESSETH

WHEREAS, the Municipality and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the Municipality and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Municipality maintains a fire department (the "Department") capable of providing fire and rescue service outside the Municipality's corporate boundaries; and

WHEREAS, residents of Gadsden County residing outside the corporate boundaries are in need of fire and rescue service, and fire and rescue service is a service the County believes would be beneficial to the health and welfare of residents living in the unincorporated areas of the County, and

WHEREAS, the Municipality and the County recognize that it would be beneficial to both parties to utilize a single fire and rescue service for the Municipality and unincorporated County in the immediate vicinity.

NOW, THEREFORE, in consideration of the following and the mutual obligations of the parties contained herein the parties agree as follows:

1. The Parties agree to extend the prior Interlocal Fire Service Agreement which expired on or about the 1st day of October 2023.
2. The Parties further agree that all terms in force in the prior Interlocal Fire Service Agreement shall remain in force for not less than one hundred eighty (180) days from the date of execution of this agreement, which may be extended in writing by the Parties from time to time as may be necessary.
3. The Parties further agree that the County shall insure against liability for the Municipality's Fire Department while providing fire and rescue service outside the corporate boundaries of the Municipality as described herein. By voluntarily maintaining such insurance the County is not assuming any liability for the acts or omissions by the Municipality or the Municipal Fire Department. The Municipality shall maintain liability insurance for Municipality's Fire

Department while providing fire and rescue service within the Municipality's corporate boundaries and shall maintain Worker's Compensation and all other insurance required by and in accordance with State law and shall indemnify and hold the County harmless for any acts or omissions made or undertaken while providing fire services within the corporate boundaries of the Municipality.

4. The Parties further agree that this agreement shall be effective on the date the agreement is executed by the County.

5. The Parties further agree that any amounts payable to the Municipality by the County shall be prorated back to _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form

Approved as to Form

Town Attorney

County Attorney

TOWN OF HAVANA, FLORIDA

GADSDEN COUNTY, FLORIDA

Mayor, Town of Havana
Commissioners

Chairperson, Gadsden County
Board of County Commissioners

ATTEST:

ATTEST:

Town Clerk

Clerk of Court

INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE CITY OF
MIDWAY, FLORIDA AND GADSDEN COUNTY, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the 30th day of October, 2023 by and between the City of Midway, Florida, a municipal corporation created and existing under the law of the State of Florida (hereinafter referred to as the "Municipality") and Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County" and collectively referred to as "the Parties"), as follows:

WITNESSETH

WHEREAS, the Municipality and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the Municipality and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Municipality maintains a fire department (the "Department") capable of providing fire and rescue service outside the Municipality's corporate boundaries; and

WHEREAS, residents of Gadsden County residing outside the corporate boundaries are in need of fire and rescue service, and fire and rescue service is a service the County believes would be beneficial to the health and welfare of residents living in the unincorporated areas of the County, and

WHEREAS, the Municipality and the County recognize that it would be beneficial to both parties to utilize a single fire and rescue service for the Municipality and unincorporated County in the immediate vicinity.

NOW, THEREFORE, in consideration of the following and the mutual obligations of the parties contained herein the parties agree as follows:

1. The Parties agree to extend the prior Interlocal Fire Service Agreement which expired on or about the 1st day of October 2023.

2. The Parties further agree that all terms in force in the prior Interlocal Fire Service Agreement shall remain in force for not less than one hundred eighty (180) days from the date of execution of this agreement, which may be extended in writing by the Parties from time to time as may be necessary.

3. The Parties further agree that the County shall insure against liability for the Municipality's Fire Department while providing fire and rescue service outside the corporate boundaries of the Municipality as described herein. By voluntarily maintaining such insurance the County is not assuming any liability for the acts or omissions by the Municipality or the Municipal Fire Department. The Municipality shall maintain liability insurance for Municipality's Fire

Department while providing fire and rescue service within the Municipality's corporate boundaries and shall maintain Worker's Compensation and all other insurance required by and in accordance with State law and shall indemnify and hold the County harmless for any acts or omissions made or undertaken while providing fire services within the corporate boundaries of the Municipality.

4. The Parties further agree that this agreement shall be effective on the date the agreement is executed by the County.

5. The Parties further agree that any amounts payable to the Municipality by the County shall be prorated back to _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form

Approved as to Form

Municipal Attorney

County Attorney

CITY OF MIDWAY, FLORIDA

GADSDEN COUNTY, FLORIDA

Mayor, City of Midway
Commissioners

Chairperson, Gadsden County
Board of County Commissioners

ATTEST:

ATTEST:

City Clerk

Clerk of Court

FIRE AND RESCUE SERVICES AGREEMENT BETWEEN MT. PLEASANT
VOLUNTEER FIRE DEPARTMENT, INC. AND GADSDEN COUNTY, FLORIDA

THIS FIRE AND RESCUE SERVICE AGREEMENT is made effective the 30th day of October, 2023, by and between the Mt. Pleasant Volunteer Department, Inc., a Florida not-for-profit corporation (the “Department”) and Gadsden County, Florida, a political subdivision of the State of Florida (the “County”).

WITNESSETH

WHEREAS, the Mt. Pleasant Volunteer Fire Department (the “Department”) maintains a fire department capable of providing fire and rescue services to the unincorporated areas of the County; and

WHEREAS, the residents of Gadsden County residing within the unincorporated areas of Gadsden County are in need of fire and rescue service, and fire and rescue service is a service that is beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

WHEREAS, the Department and the County recognize that it would be beneficial to both parties for the Department to provide fire and rescue services within their scope of training, with due diligence, in the unincorporated areas of Gadsden County.

WHEREAS, The Department shall be solely responsible for responding, with request, to all incidents requiring response in the unincorporated areas of Gadsden County to provide fire and rescue service in the unincorporated areas of Gadsden County on the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations of the parties contained herein the parties agree as follows:

1. The Parties agree to extend the prior Fire and Rescue Services Agreement which expired on or about the 1st day of October 2023.
2. The Parties further agree that all terms in force in the prior Fire and Rescue Service Agreement shall remain in force for not less than one hundred eighty (180) days from the date of execution of this agreement, which may be extended in writing by the Parties from time to time as may be necessary.
3. The Parties further agree that the County to the extent permitted by law, the County shall insure against liability for the Department while providing fire and rescue service. By voluntarily maintaining such insurance, the County is not assuming any liability for the acts or omissions of the Department. The County shall also maintain Worker’s Compensation insurance required by and in accordance with State law for the Department’s firefighters.

4. The Parties further agree that this agreement shall be effective on the date the agreement is executed by the County.

5. The Parties further agree that any amounts payable to the Department by the County shall be prorated back to _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form:

Approved as to Form:

Fire Chief

County Attorney

MT. PLEASANT VOLUNTEER
FIRE DEPARTMENT, INC.

GADSDEN COUNTY, FLORIDA

Authorized Representative

Chairperson, Gadsden County
Board of County Commissioners

ATTEST:

ATTEST:

Secretary

Clerk of Circuit Court

INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE CITY OF
QUINCY, FLORIDA AND GADSDEN COUNTY, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the 30th day of October, 2023 by and between the City of Quincy, Florida, a municipal corporation created and existing under the law of the State of Florida (hereinafter referred to as the "Municipality") and Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County" and collectively referred to as "the Parties"), as follows:

WITNESSETH

WHEREAS, the Municipality and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the Municipality and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Municipality maintains a fire department (the "Department") capable of providing fire and rescue service outside the Municipality's corporate boundaries; and

WHEREAS, residents of Gadsden County residing outside the corporate boundaries are in need of fire and rescue service, and fire and rescue service is a service the County believes would be beneficial to the health and welfare of residents living in the unincorporated areas of the County, and

WHEREAS, the Municipality and the County recognize that it would be beneficial to both parties to utilize a single fire and rescue service for the Municipality and unincorporated County in the immediate vicinity.

NOW, THEREFORE, in consideration of the following and the mutual obligations of the parties contained herein the parties agree as follows:

1. The Parties agree to extend the prior Interlocal Fire Service Agreement which expired on or about the 1st day of October 2023.
2. The Parties further agree that all terms in force in the prior Interlocal Fire Service Agreement shall remain in force for not less than one hundred eighty (180) days from the date of execution of this agreement, which may be extended in writing by the Parties from time to time as may be necessary.
3. The Parties further agree that the County shall insure against liability for the Municipality's Fire Department while providing fire and rescue service outside the corporate boundaries of the Municipality as described herein. By voluntarily maintaining such insurance the County is not assuming any liability for the acts or omissions by the Municipality or the Municipal Fire Department. The Municipality shall maintain liability insurance for Municipality's Fire

Department while providing fire and rescue service within the Municipality's corporate boundaries and shall maintain Worker's Compensation and all other insurance required by and in accordance with State law and shall indemnify and hold the County harmless for any acts or omissions made or undertaken while providing fire services within the corporate boundaries of the Municipality.

4. The Parties further agree that this agreement shall be effective on the date the agreement is executed by the County.

5. The Parties further agree that any amounts payable to the Municipality by the County shall be prorated back to _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form

Approved as to Form

Municipal Attorney

County Attorney

CITY OF QUINCY, FLORIDA

GADSDEN COUNTY, FLORIDA

Mayor, City of Quincy
Commissioners

Chairperson, Gadsden County
Board of County Commissioners

ATTEST:

ATTEST:

City Clerk

Clerk of Court

FIRE AND RESCUE SERVICES AGREEMENT BETWEEN ROBERTSVILLE
VOLUNTEER FIRE DEPARTMENT, INC. AND GADSDEN COUNTY, FLORIDA

THIS FIRE AND RESCUE SERVICE AGREEMENT is made effective the 30th day of October, 2023, by and between the Robertsville Volunteer Department, Inc., a Florida not-for-profit corporation (the “Department”) and Gadsden County, Florida, a political subdivision of the State of Florida (the “County”).

WITNESSETH

WHEREAS, the Robertsville Volunteer Fire Department (the “Department”) maintains a fire department capable of providing fire and rescue services to the unincorporated areas of the County; and

WHEREAS, the residents of Gadsden County residing within the unincorporated areas of Gadsden County are in need of fire and rescue service, and fire and rescue service is a service that is beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

WHEREAS, the Department and the County recognize that it would be beneficial to both parties for the Department to provide fire and rescue services within their scope of training, with due diligence, in the unincorporated areas of Gadsden County.

WHEREAS, The Department shall be solely responsible for responding, with request, to all incidents requiring response in the unincorporated areas of Gadsden County to provide fire and rescue service in the unincorporated areas of Gadsden County on the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations of the parties contained herein the parties agree as follows:

1. The Parties agree to extend the prior Fire and Rescue Services Agreement which expired on or about the 1st day of October 2023.
2. The Parties further agree that all terms in force in the prior Fire and Rescue Service Agreement shall remain in force for not less than one hundred eighty (180) days from the date of execution of this agreement, which may be extended in writing by the Parties from time to time as may be necessary.
3. The Parties further agree that the County to the extent permitted by law, the County shall insure against liability for the Department while providing fire and rescue service. By voluntarily maintaining such insurance, the County is not assuming any liability for the acts or omissions of the Department. The County shall also maintain Worker’s Compensation insurance required by and in accordance with State law for the Department’s firefighters.

4. The Parties further agree that this agreement shall be effective on the date the agreement is executed by the County.

5. The Parties further agree that any amounts payable to the Department by the County shall be prorated back to _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form:

Approved as to Form:

Fire Chief

County Attorney

ROBERTSVILLE VOLUNTEER
FIRE DEPARTMENT, INC.

GADSDEN COUNTY, FLORIDA

Authorized Representative

Chairperson, Gadsden County
Board of County Commissioners

ATTEST:

ATTEST:

Secretary

Clerk of Circuit Court

FIRE AND RESCUE SERVICES AGREEMENT BETWEEN SYCAMORE
VOLUNTEER FIRE DEPARTMENT, INC. AND GADSDEN COUNTY, FLORIDA

THIS FIRE AND RESCUE SERVICE AGREEMENT is made effective the 30th day of October, 2023, by and between the Sycamore Volunteer Department, Inc., a Florida not-for-profit corporation (the “Department”) and Gadsden County, Florida, a political subdivision of the State of Florida (the “County”).

WITNESSETH

WHEREAS, the Sycamore Volunteer Fire Department (the “Department”) maintains a fire department capable of providing fire and rescue services to the unincorporated areas of the County; and

WHEREAS, the residents of Gadsden County residing within the unincorporated areas of Gadsden County are in need of fire and rescue service, and fire and rescue service is a service that is beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

WHEREAS, the Department and the County recognize that it would be beneficial to both parties for the Department to provide fire and rescue services within their scope of training, with due diligence, in the unincorporated areas of Gadsden County.

WHEREAS, The Department shall be solely responsible for responding, with request, to all incidents requiring response in the unincorporated areas of Gadsden County to provide fire and rescue service in the unincorporated areas of Gadsden County on the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations of the parties contained herein the parties agree as follows:

1. The Parties agree to extend the prior Fire and Rescue Services Agreement which expired on or about the 1st day of October 2023.
2. The Parties further agree that all terms in force in the prior Fire and Rescue Service Agreement shall remain in force for not less than one hundred eighty (180) days from the date of execution of this agreement, which may be extended in writing by the Parties from time to time as may be necessary.
3. The Parties further agree that the County to the extent permitted by law, the County shall insure against liability for the Department while providing fire and rescue service. By voluntarily maintaining such insurance, the County is not assuming any liability for the acts or omissions of the Department. The County shall also maintain Worker’s Compensation insurance required by and in accordance with State law for the Department’s firefighters.

4. The Parties further agree that this agreement shall be effective on the date the agreement is executed by the County.

5. The Parties further agree that any amounts payable to the Department by the County shall be prorated back to _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form:

Approved as to Form:

Fire Chief

County Attorney

SYCAMORE VOLUNTEER
FIRE DEPARTMENT, INC.

GADSDEN COUNTY, FLORIDA

Authorized Representative

Chairperson, Gadsden County
Board of County Commissioners

ATTEST:

ATTEST:

Secretary

Clerk of Circuit Court

FIRE AND RESCUE SERVICES AGREEMENT BETWEEN WETUMPKA
VOLUNTEER FIRE DEPARTMENT, INC. AND GADSDEN COUNTY, FLORIDA

THIS FIRE AND RESCUE SERVICE AGREEMENT is made effective the 30th day of October, 2023, by and between the Wetumpka Volunteer Department, Inc., a Florida not-for-profit corporation (the “Department”) and Gadsden County, Florida, a political subdivision of the State of Florida (the “County”).

WITNESSETH

WHEREAS, the Wetumpka Volunteer Fire Department (the “Department”) maintains a fire department capable of providing fire and rescue services to the unincorporated areas of the County; and

WHEREAS, the residents of Gadsden County residing within the unincorporated areas of Gadsden County are in need of fire and rescue service, and fire and rescue service is a service that is beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

WHEREAS, the Department and the County recognize that it would be beneficial to both parties for the Department to provide fire and rescue services within their scope of training, with due diligence, in the unincorporated areas of Gadsden County.

WHEREAS, The Department shall be solely responsible for responding, with request, to all incidents requiring response in the unincorporated areas of Gadsden County to provide fire and rescue service in the unincorporated areas of Gadsden County on the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations of the parties contained herein the parties agree as follows:

1. The Parties agree to extend the prior Fire and Rescue Services Agreement which expired on or about the 1st day of October 2023.
2. The Parties further agree that all terms in force in the prior Fire and Rescue Service Agreement shall remain in force for not less than one hundred eighty (180) days from the date of execution of this agreement, which may be extended in writing by the Parties from time to time as may be necessary.
3. The Parties further agree that the County to the extent permitted by law, the County shall insure against liability for the Department while providing fire and rescue service. By voluntarily maintaining such insurance, the County is not assuming any liability for the acts or omissions of the Department. The County shall also maintain Worker’s Compensation insurance required by and in accordance with State law for the Department’s firefighters.

4. The Parties further agree that this agreement shall be effective on the date the agreement is executed by the County.

5. The Parties further agree that any amounts payable to the Department by the County shall be prorated back to _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form:

Approved as to Form:

Fire Chief

County Attorney

WETUMPKA VOLUNTEER
FIRE DEPARTMENT, INC.

GADSDEN COUNTY, FLORIDA

Authorized Representative

Chairperson, Gadsden County
Board of County Commissioners

ATTEST:

ATTEST:

Secretary

Clerk of Circuit Court