

## Board of County Commissioners Agenda Request

**Date of Meeting:** November 21, 2023

**Date Submitted:** November 3, 2023

**To:** Honorable Chairman and Members of the Board

**From:** Edward J. Dixon, County Administrator  
Kris Hood, Chief

**Subject:** Approval of Mutual Aid Agreements Between Gadsden County and Neighboring Counties

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### **Statement of Issue:**

This agenda item seeks Board approval of the Mutual Aid Agreements Between Gadsden County and Neighboring Counties. The Gadsden County Fire Departments and Emergency Services are responsible for fire suppression and emergency medical response within Gadsden County. Given that our neighboring counties and Gadsden County often require additional assistance; it is in our best interest to have a written mutual aid agreement between all parties.

### **Background:**

The Gadsden County Fire and Emergency Services and our neighboring counties have historically offered mutual aid to each other throughout each County.

### **Analysis:**

This plan outlines the mutual aid agreement between neighboring counties and Gadsden County.

### **Fiscal Impact:**

There is no direct fiscal impact on the County second to entering the agreement. Per the agreement, each agency will support its own financial commitment and obligations to an incident response.

### **Options:**

1. Approve the Mutual Aid Agreements Between Gadsden County and Neighboring Counties and authorize the chairman to sign.
2. Do not approve.
3. Board direction.

**County Administrator's Recommendation:**

Option 1.

**Attachments:**

A. Mutual Aid Agreements for Jackson, Liberty, and Madison County

**INTERLOCAL AGREEMENT  
BETWEEN THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS  
AND JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS INTERLOCAL AGREEMENT (the “Agreement”) dated this 1<sup>st</sup> day of October 2023 (the “Effective Date”) by and between the GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, (hereinafter referred to as “Gadsden County”), a political subdivision of the State of Florida, and JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as “Jackson County”), collectively referred to as “The Parties”.

**RECITALS**

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to Section 163.01 Florida Statutes, “the Florida Interlocal Cooperation Act of 1969,” pursuant to Chapter 125, Florida Statutes, and pursuant to Section 252.32(c), Florida Statutes; and other applicable law;

**WHEREAS**, the purpose of the Agreement is to enable the parties to jointly exercise the powers which each public agency has in order to enable the respective public agencies to make the most efficient use of said powers by enabling them to cooperate with each other on a basis of mutual advantage;

**WHEREAS**, the parties presently maintain and operate emergency service departments/divisions, with firefighting, rescue, and emergency medical equipment with associated personnel; and;

**WHEREAS**, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party in times of emergency or disaster too great to be dealt with unassisted or in a situation in which a party may not be able to expeditiously respond due to commitments at the time of a particular incident or event.

**NOW, THEREFORE**, incorporating the above recitals as if stated herein, it is agreed by and between the parties hereto that each of the parties agree to assist the other pursuant to the following stipulations, provisions, and conditions:

**Section 1. Recitals.** The Recitals above are incorporated herein and made a part hereof.

**Section 2. Purpose.** The purpose of this Agreement is to state the responsibilities of the parties in providing mutual aid for Emergency Medical Services (EMS) and Fire Rescue services in certain incidents. The intent of this arrangement is to provide the most efficient life and property saving services to the citizens protected by the respective parties. This Agreement is not intended and shall not be construed to in any way deprive a party of jurisdictional powers vested in said party.

**Section 3. Authorization.** Pursuant to this Interlocal Agreement, the Parties hereby authorize the each other to perform the duties and services required herein.

#### **Section 4. Definitions.**

- A. Unless otherwise expressly defined in this Section, the definitions contained in Section 252.34, Florida Statute shall apply.
- B. **Notify** - to inform the individual or entity identified of knowledge of the incident. Notification in and of itself does not mandate a response if the situation is under control by the units on scene.

**Section 5. Mutual Aid.** The parties agree to provide mutual aid for medical emergencies, hazardous material incidents, technical rescue scenarios, and other emergencies as they may arise from time to time. The parties agree to provide such reciprocal assistance on a mutual-aid basis based on the availability of the providing party's resources. The parties further agree to provide reciprocal aid and assistance by providing EMS and Fire Services in the event of incidents resulting from natural phenomena, accidents, or otherwise when the disaster is too great to be handled without assistance.

#### **Section 6. Specialty Response or Teams.**

- A. The parties may agree to establish specialty teams or groups trained and/or equipped to address specific incident types, these may include Hazardous Materials, Technical Rescue, or other disciplines as mutually agreed to by each party.
- B. Response and or training related to specialty teams will be governed, as appropriate, by the terms of an Implementation Plan adopted jointly by each party's Fire Chief.

#### **Section 7. Procedures for Requesting Emergency Assistance.**

- A. Response to all emergencies shall be by request. The company officer or higher authority shall initiate the request. It is also recognized that in the interest of public safety this request may need to be made based upon dispatch information.
- B. The requesting party shall contact the Emergency Communications Center for requesting emergency assistance.

#### **Section 8. Duties and Level of Service.**

- A. No department, officer, or employee of the parties to this Agreement shall perform any function or service, not within the scope of the duties of such department, officer, or employee in its respective primary jurisdiction.
- B. The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel and the command and control of their personnel and equipment shall remain with each party to

this Agreement.

- C. Disputes or disagreements as to the level of services and/or standards of performance shall be reported by the complaining party to the respective Chief of the party that provided the service or took the action from which the complaint arose.
- D. The decision of the Chiefs shall be final and conclusive as to the geographical boundaries of response, the level of services rendered, or standards of performance observed by the party's personnel. The Mutual Aid portion of this Agreement is applicable in any geographical region that is the sole response area of either County.
- E. A Department or Division providing mutual aid while within the jurisdiction of another Department or Division shall be subject to the orders and directions of the Incident Commander of the Local Authority where the emergency exists, provided that the orders and directions are appropriate and in concurrence with accepted practices.
- F. The Incident Commander in charge on the scene of the emergency shall communicate orders and directions to the responding mutual aid department's Officer in Charge via the designated radio channel or face-to-face.
- G. The Chief shall maintain responsibility for the handling of the incident and supplying appropriate Command Staff. Should the need arise to utilize mutual aid commanding officers, the Unified Command System will be established, and incident priorities will be determined and executed.

**Section 9. Employee Status.** Persons employed by a party to this Agreement in the performance of services and functions pursuant to this Agreement shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to the officers and employees of the other party to this Agreement.

**Section 10. Liabilities and Responsibilities of Parties.**

- A. No party hereto, its respective officers or employees, shall assume any liability for the acts, omissions, or negligence of the other party, its officers, or employees.
- B. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers or employees of a party when performing their respective functions within the territorial limits for their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially when accomplished pursuant to this Agreement.
- C. Except as herein otherwise provided herein, all liability for injury to personnel and for loss or damage of equipment shall be borne by the party employing such personnel and

owning such equipment.

- D. Both parties, when providing emergency medical services, shall work under the direction of their respective agency's medical director and utilizing their respective medical protocols.

**Section 11. Compensation and Reimbursement between Agencies.**

- A. Each party agrees to furnish necessary equipment, resources, and facilities in order to render mutual aid services to the other party in accordance with the terms of this Agreement. However, neither party shall be required to deplete its own equipment, resources, facilities, and services in furnishing such mutual aid services.
- B. Either agency furnishing any equipment pursuant to this Agreement shall bear the costs for any loss or damage to such equipment and shall pay any expense incurred in the operations, maintenance, and repair of that equipment.
- C. Either agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray all associated employee cost while the employee is rendering aid.
- D. The requesting agency shall either replace or provide reimbursement for, those nontraditional extraordinary services or consumable materials, used by the responding agency furnishing mutual aid services. This paragraph shall apply to items such as, but not limited to, firefighting foam, HAZMAT protective clothing, and absorbent materials.
- E. It shall be the responsibility of the agency furnishing aid hereunder to notify the requesting party of any items for which reimbursement or replacement is requested within thirty (30) days of said loss. This notification shall include information regarding quantity used, manufacturer's name, local supplier, and specific item(s) used.

**Section 12. Term of Agreement / Termination.**

- A. This agreement shall commence at 12:00 A.M. on October 1, 2023 and continue through midnight on September 30, 2024, at which time this Agreement shall automatically renew for one-year periods unless terminated by either party as provided for below, modified by mutual agreement of the parties, or terminated by operation of law.
- B. This agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

**Section 13. Default.** It is expressly agreed between the parties hereto that in the event one party determines the other party to be in default of any of the conditions, covenants, or agreements of this Agreement, the County Administrator for whichever party is alleging a default will provide written notice thereof to the County Administrator the party hereto alleged to be in default. Default with regard to any provision hereof shall be construed as a material breach of this Agreement, the intent of the parties being that all terms of this Agreement are material. The party alleged

to be in default shall, within fifteen (15) calendar days of the receipt of notice of default, initiate action to correct such default and promptly and diligently prosecute such corrective action to completion; provided, however, during the fifteen (15) calendar day cure period if the County Administrator of the entity alleged to be in default disagrees with the determination of the entity alleging default, then in such event, both County Administrator shall meet and discuss the alleged default and possible correction thereof.

**Section 14. Disputes.** If the parties to this Agreement fail to resolve any conflicts related to issues covered in this Agreement, such dispute shall be resolved in accordance with governmental conflict resolution procedures specified in the Florida Governmental Conflict Resolution Act, Fla. Stat. §§ 164.101-164.1061. For purposes herein, the parties agree that should such dispute result which necessitates judicial intervention, that all conditions and prerequisites under the Florida Governmental Conflict Resolution Act (set forth in Chapter 164, Florida Statutes) shall be deemed to have been met and that the parties shall be presumed to be at impasse for all purposes including judicial review. Further, to the extent allowed by law, the parties expressly waive all procedures, processes, and timeframes set forth in Chapter 164, Florida Statutes.

**Section 15. Sunshine Law and Public Records.**

- A. Both parties, shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law, and all other applicable laws, rules, and regulations of the State of Florida.
  
- B. **IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OTHER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE RESPECTIVE PARTY MAINTAINING SUCH RECORDS.**

**Section 16. Covenant of Further Assurances.** The parties agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other action as may be reasonably required to carry out the purpose and intent of this Agreement.

**Section 17. Entire Agreement.** This Agreement and the Exhibits attached hereto and forming a part hereof, set forth the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter hereof.

**Section 18. Amendment.** No amendments or modification hereof shall be effective unless they are in writing and executed by both parties with the same formalities as this Agreement.

**Section 19. Assignment.** No assignment, delegation, or transfer of this Agreement, or part hereof, shall be made unless approved in writing by the parties.

**Section 20. Waiver.** No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.

**Section 21. Governing Law and Venue.** The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. For purposes of any action, suit, or other proceeding arising out of or relating to this Agreement, the parties hereto do acknowledge, consent, and agree that venue shall lie solely and exclusively in the state courts of competent jurisdiction located in the Defendants' County absent mutual agreement by the parties to some other venue. Each party shall be responsible for its own costs and attorneys' fees in the event of any dispute, claim, action, or appeal related to or arising from this Agreement.

**Section 22. General.** Other than the covenants and performance contemplated herein, neither party has made promises, representations, or warranties. It is expressly acknowledged and agreed that the terms and provisions of this Agreement are for the benefit of the parties hereto. Time shall be of the essence of this Agreement. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.

**Section 23. Validity and Severability.** It is the declared of the parties to this Agreement that, if any section, subsection, clause, sentence, phrase, term, condition or provision of this Agreement is for any reason held unconstitutional, invalid or unenforceable, the invalidity, unconstitutionality or unenforceability thereof shall not affect the validity of the remaining portions. In the event any one or more of the provisions contained in this Agreement is for any reason held invalid, illegal, or unenforceable in any respect, this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained herein and each term provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Section 24. Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**Section 25. Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.

**Section 26. Notice.** Each party shall furnish the other such notice, as may be required from time to time, pursuant to this Agreement, in writing, posted in the U.S. Mail or by hand delivery, or by overnight delivery service and addressed as follows:

To GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS:



To JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS:

**Section 27. Entire Agreement.** This Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter hereof.

**Section 28. Effective Date.** This Agreement shall be October 1, 2023.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates as shown below.

**FOR GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Attest:

BOARD OF COUNTY  
COMMISSIONERS GADSDEN  
COUNTY

\_\_\_\_\_  
Nicholas Thomas  
Clerk of Circuit Court  
Deputy Clerk

\_\_\_\_\_  
Kimblin E. NeSmith, J.D.  
Chairman  
Gadsden County Board of County Commissioners

**FOR JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Attest:

JACKSON COUNTY BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
Clerk

\_\_\_\_\_, Chairman

**INTERLOCAL AGREEMENT  
BETWEEN THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS  
AND LIBERTY COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS INTERLOCAL AGREEMENT (the “Agreement”) dated this 1<sup>st</sup> day of October 2023 (the “Effective Date”) by and between the GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, (hereinafter referred to as “Gadsden County”), a political subdivision of the State of Florida, and LIBERTY COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as “Liberty County”), collectively referred to as “The Parties”.

**RECITALS**

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- C. Either agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray all associated employee cost while the employee is rendering aid.
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Agreement are material. The party alleged to be in default shall, within fifteen (15) calendar days of the receipt of notice of default, initiate action to correct such default and promptly and diligently prosecute such corrective action to completion; provided, however, during the fifteen (15) calendar day cure period if the County Administrator of the entity alleged to be in default disagrees with the determination of the entity alleging default, then in such event, both County Administrator shall meet and discuss the alleged default and possible correction thereof.

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**Section 15. Sunshine Law and Public Records.**

- A. Both parties, shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law, and all other applicable laws, rules, and regulations of the State of Florida.
- B. **IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OTHER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE RESPECTIVE PARTY MAINTAINING SUCH RECORDS.**

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**Section 20. Waiver.** No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.

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To GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS:

To LIBERTY COUNTY BOARD OF COUNTY COMMISSIONERS:

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**FOR GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS**

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Attest:

BOARD OF COUNTY  
COMMISSIONERS GADSDEN  
COUNTY

\_\_\_\_\_  
Nicholas Thomas  
Clerk of Circuit Court  
Deputy Clerk

\_\_\_\_\_  
Kimblin E. NeSmith, J.D.  
Chairman  
Gadsden County Board of County Commissioners

**FOR LIBERTY COUNTY BOARD OF COUNTY COMMISSIONERS**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Attest:

LIBERTY COUNTY BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
Clerk

\_\_\_\_\_, Chairman



**INTERLOCAL AGREEMENT  
BETWEEN THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS  
AND MADISON COUNTY BOARD OF COUNTY COMMISSIONERS**

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**WHEREAS**, the purpose of the Agreement is to enable the parties to jointly exercise the powers which each public agency has in order to enable the respective public agencies to make the most efficient use of said powers by enabling them to cooperate with each other on a basis of mutual advantage;

**WHEREAS**, the parties presently maintain and operate emergency service departments/divisions, with firefighting, rescue, and emergency medical equipment with associated personnel; and;

**WHEREAS**, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party in times of emergency or disaster too great to be dealt with unassisted or in a situation in which a party may not be able to expeditiously respond due to commitments at the time of a particular incident or event.

**NOW, THEREFORE**, incorporating the above recitals as if stated herein, it is agreed by and between the parties hereto that each of the parties agree to assist the other pursuant to the following stipulations, provisions, and conditions:

**Section 1. Recitals.** The Recitals above are incorporated herein and made a part hereof.

**Section 2. Purpose.** The purpose of this Agreement is to state the responsibilities of the parties in providing mutual aid for Emergency Medical Services (EMS) and Fire Rescue services in certain incidents. The intent of this arrangement is to provide the most efficient life and property saving services to the citizens protected by the respective parties. This Agreement is not intended and shall not be construed to in any way deprive a party of jurisdictional powers vested in said party.

**Section 3. Authorization.** Pursuant to this Interlocal Agreement, the Parties hereby authorize the each other to perform the duties and services required herein.

#### **Section 4. Definitions.**

- A. Unless otherwise expressly defined in this Section, the definitions contained in Section 252.34, Florida Statute shall apply.
- B. **Notify** - to inform the individual or entity identified of knowledge of the incident. Notification in and of itself does not mandate response if the situation is under control by the units on scene.

**Section 5. Mutual Aid.** The parties agree to provide mutual aid for medical emergencies, hazardous material incidents, technical rescue scenarios, and other emergencies as they may arise from time to time. The parties agree to provide such reciprocal assistance on a mutual-aid basis based on the availability of the providing party's resources. The parties further agree to provide for reciprocal aid and assistance by providing EMS and Fire Services in the event of incidents resulting from natural phenomena, accidents, or otherwise when the disaster is too great to be handled without assistance.

#### **Section 6. Specialty Response or Teams.**

- A. The parties may agree to establish specialty teams or groups trained and/or equipped to address specific incident types, these may include Hazardous Materials, Technical Rescue, or other disciplines as mutually agreed to by each party.
- B. Response and or training related to specialty teams will be governed, as appropriate, by the terms of an Implementation Plan adopted jointly by each party's Chief.

#### **Section 7. Procedures for Requesting Emergency Assistance.**

- A. Response to all emergencies shall be by request. The company officer or higher authority shall initiate the request. It is also recognized that in the interest of public safety this request may need to be made based upon dispatch information.
- B. The requesting party shall contact the Emergency Communications Center for requesting emergency assistance.

#### **Section 8. Duties and Level of Service.**

- A. No department, officer, or employee of the parties to this Agreement shall perform any function or service, not within the scope of the duties of such department, officer, or employee in its respective primary jurisdiction.
- B. The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel and the command and control of their personnel and equipment shall remain with each party to

this Agreement.

- C. Disputes or disagreements as to the level of services and/or standards of performance shall be reported by the complaining party to the respective Chief of the party that provided the service or took the action from which the complaint arose.
- D. The decision of the Chiefs shall be final and conclusive as to the geographical boundaries of response, the level of services rendered, or standards of performance observed by the party's personnel. The Mutual Aid portion of this Agreement is applicable in any geographical region that is the sole response area of either County.
- E. A Department or Division providing mutual aid while within the jurisdiction of another Department or Division shall be subject to the orders and directions of the Incident Commander of the Local Authority where the emergency exists, provided that the orders and directions are appropriate and in concurrence with accepted practices.
- F. The Incident Commander in charge on the scene of the emergency shall communicate orders and directions to the responding mutual aid department's Officer in Charge via the designated radio channel or face-to-face.
- G. The Chief shall maintain responsibility for the handling of the incident and supplying appropriate Command Staff. Should the need arise to utilize mutual aid commanding officers, the Unified Command System will be established, and incident priorities will be determined and executed.

**Section 9. Employee Status.** Persons employed by a party to this Agreement in the performance of services and functions pursuant to this Agreement shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to the officers and employees of the other party to this Agreement.

**Section 10. Liabilities and Responsibilities of Parties.**

- A. No party hereto, its respective officers or employees, shall assume any liability for the acts, omissions, or negligence of the other party, its officers, or employees.
- B. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers or employees of a party when performing their respective functions within the territorial limits for their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially when accomplished pursuant to this Agreement.
- C. Except as herein otherwise provided herein, all liability for injury to personnel and for loss or damage of equipment shall be borne by the party employing such personnel and

owning such equipment.

- D. Both parties, when providing emergency medical services, shall work under the direction of their respective agency's medical director and utilizing their respective medical protocols.

### **Section 11. Compensation and Reimbursement between Agencies.**

- A. Each party agrees to furnish necessary equipment, resources, and facilities in order to render mutual aid services to the other party in accordance with the terms of this Agreement. However, neither party shall be required to deplete its own equipment, resources, facilities, and services in furnishing such mutual aid services.
- B. Either agency furnishing any equipment pursuant to this Agreement shall bear the costs for any loss or damage to such equipment and shall pay any expense incurred in the operations, maintenance, and repair of that equipment.
- C. Either agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray all associated employee cost while the employee is rendering aid.
- D. The requesting agency shall either replace or provide reimbursement for, those nontraditional extraordinary services or consumable materials, used by the responding agency furnishing mutual aid services. This paragraph shall apply to items such as, but not limited to, firefighting foam, HAZMAT protective clothing, and absorbent materials.
- E. It shall be the responsibility of the agency furnishing aid hereunder to notify the requesting party of any items for which reimbursement or replacement is requested within thirty (30) days of said loss. This notification shall include information regarding quantity used, manufacturer's name, local supplier, and specific item(s) used.

### **Section 12. Term of Agreement / Termination.**

- A. This agreement shall commence at 12:00 A.M. on October 1, 2023 and continue through midnight on September 30, 2024, at which time this Agreement shall automatically renew for one-year periods unless terminated by either party as provided for below, modified by mutual agreement of the parties, or terminated by operation of law.
- B. This agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

**Section 13. Default.** It is expressly agreed between the parties hereto that in the event one party determines the other party to be in default of any of the conditions, covenants, or agreements of this Agreement, the County Administrator for whichever party is alleging a default will provide written notice thereof to the County Administrator the party hereto alleged to be in default. Default with regard to any provision hereof shall be construed as a material breach of this Agreement, the intent of the parties being that all terms of this Agreement are material. The party alleged

to be in default shall, within fifteen (15) calendar days of the receipt of notice of default, initiate action to correct such default and promptly and diligently prosecute such corrective action to completion; provided, however, during the fifteen (15) calendar day cure period if the County Administrator of the entity alleged to be in default disagrees with the determination of the entity alleging default, then in such event, both County Administrator shall meet and discuss the alleged default and possible correction thereof.

**Section 14. Disputes.** If the parties to this Agreement fail to resolve any conflicts related to issues covered in this Agreement, such dispute shall be resolved in accordance with governmental conflict resolution procedures specified in the Florida Governmental Conflict Resolution Act, Fla. Stat. §§ 164.101-164.1061. For purposes herein, the parties agree that should such dispute result which necessitates judicial intervention, that all conditions and prerequisites under the Florida Governmental Conflict Resolution Act (set forth in Chapter 164, Florida Statutes) shall be deemed to have been met and that the parties shall be presumed to be at impasse for all purposes including judicial review. Further, to the extent allowed by law, the parties expressly waive all procedures, processes, and timeframes set forth in Chapter 164, Florida Statutes.

**Section 15. Sunshine Law and Public Records.**

- A. Both parties, shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law, and all other applicable laws, rules, and regulations of the State of Florida.
- B. **IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OTHER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE RESPECTIVE PARTY MAINTAINING SUCH RECORDS.**

**Section 16. Covenant of Further Assurances.** The parties agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other action as may be reasonably required to carry out the purpose and intent of this Agreement.

**Section 17. Entire Agreement.** This Agreement and the Exhibits attached hereto and forming a part hereof, set forth the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter hereof.

**Section 18. Amendment.** No amendments or modification hereof shall be effective unless they are in writing and executed by both parties with the same formalities as this Agreement.

**Section 19. Assignment.** No assignment, delegation, or transfer of this Agreement, or part hereof, shall be made unless approved in writing by the parties.

**Section 20. Waiver.** No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.

**Section 21. Governing Law and Venue.** The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. For purposes of any action, suit, or other proceeding arising out of or relating to this Agreement, the parties hereto do acknowledge, consent, and agree that venue shall lie solely and exclusively in the state courts of competent jurisdiction located in the Defendants' County absent mutual agreement by the parties to some other venue. Each party shall be responsible for its own costs and attorneys' fees in the event of any dispute, claim, action, or appeal related to or arising from this Agreement.

**Section 22. General.** Other than the covenants and performance contemplated herein, neither party has made promises, representations, or warranties. It is expressly acknowledged and agreed that the terms and provisions of this Agreement are for the benefit of the parties hereto. Time shall be of the essence of this Agreement. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.

**Section 23. Validity and Severability.** It is the declared of the parties to this Agreement that, if any section, subsection, clause, sentence, phrase, term, condition or provision of this Agreement is for any reason held unconstitutional, invalid or unenforceable, the invalidity, unconstitutionality or unenforceability thereof shall not affect the validity of the remaining portions. In the event any one or more of the provisions contained in this Agreement is for any reason held invalid, illegal, or unenforceable in any respect, this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained herein and each term provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Section 24. Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**Section 25. Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.

**Section 26. Notice.** Each party shall furnish the other such notice, as may be required from time to time, pursuant to this Agreement, in writing, posted in the U.S. Mail or by hand delivery, or by overnight delivery service and addressed as follows:

To GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS:

To MADISON COUNTY BOARD OF COUNTY COMMISSIONERS:

**Section 27. Entire Agreement.** This Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter hereof.

**Section 28. Effective Date.** This Agreement shall be October 1, 2023.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates as shown below.

**FOR GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Attest:

BOARD OF COUNTY  
COMMISSIONERS GADSDEN  
COUNTY

\_\_\_\_\_  
Nicholas Thomas  
Clerk of Circuit Court  
Deputy Clerk

\_\_\_\_\_  
Kimblin E. NeSmith, J.D.  
Chairman  
Gadsden County Board of County Commissioners

**FOR MADISON COUNTY BOARD OF COUNTY COMMISSIONERS**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Attest:

MADISON COUNTY BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
Clerk

\_\_\_\_\_, Chairman