

Board of County Commissioners Agenda Request

Date of Meeting: February 20, 2024
Date Submitted: February 8, 2024
To: Honorable Chairperson and Members of the Board
From: Edward J. Dixon, County Administrator
Kris Hood, Chief
Subject: Approval of 180-Day Interlocal Fire and Rescue Service Agreement Extension Between Gadsden County and the Town of Havana

Statement of Issue:

This agenda item seeks Board approval of the 180-Day Interlocal Fire and Rescue Service Agreement Extension between Gadsden County, Florida, and the Town of Havana, Florida Volunteer Fire Department.

Background:

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

Analysis:

The Interlocal Fire and Rescue Services Agreements expired on October 1, 2023. The 180-day Interlocal Fire and Rescue Service Agreement Extension serves as a temporary measure to ensure that both parties can continue providing services until a more permanent service agreement can be executed. It does not change or amend the previously executed agreement but extends it for a set time.

Fiscal Impact:

The Town of Havana Volunteer Fire Department will receive the same amount of funding as specified in the previous agreement.

Havana Fire Department

\$49,397.17

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:

- Attached are the 180-day Interlocal Fire and Rescue Service Agreements, one drafted by Gadsden County and the other drafted by the Town of Havana.

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 CONTRACT EXTENSION AGREEMENT
BETWEEN THE TOWN OF HAVANA, FLORIDA AND GADSDEN COUNTY, FLORIDA**

THIS CONTRACT EXTENSION AGREEMENT (“Extension”) is dated as of the 28th day of November, 2023 (the “Effective Date”), 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:

WHEREAS the Parties entered into a INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE TOWN OF HAVANA, FLORIDA AND GADSDEN COUNTY, FLORIDA on the 25th day of September, 2022 (the “Original Contract”).

WHEREAS the Parties hereby agree to extend the terms of the Original Contract in accordance with the terms of the Original Contract as well as the terms provided herein.

In consideration of the mutual covenants contained herein, each Municipality and County mutually covenant and agree as follows:

- The Original Contract, which is attached hereto as a part of this Extension, ended on 9/30/2023.
- The parties agree to extend the Original Contract for an additional period, which began upon the expiration of the original time period and will end in 180 days.

This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Extension 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, Gadsen County
Board of County Commissioners

ATTEST:

ATTEST:

Town Clerk

Clerk of Court