

## Board of County Commissioners Agenda Request

**Date of Meeting:** February 20, 2024

**Date Submitted:** February 15, 2024

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

**From:** Edward J. Dixon, County Administrator  
Andre Walker, Fire Chief

**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, and Wetumpka, 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 shall remain in force for a period of three years, beginning February 20, 2024, through September 30, 2027.

### **Fiscal Impact:**

Listed below is the funding each fire department will receive. Each fiscal year, the unincorporated fire departments will receive an increase of no more than two (2%). This is a means of ensuring compliance with an increase in the consumer price index (CPI).

**Municipalities**

Greensboro Fire Department	\$50,000.00
Chattahoochee Fire Department	\$50,000.00
Gretna Fire Department	\$50,000.00
Midway Fire Department	\$50,000.00

**Volunteer Fire Departments**

Concord Fire Department	\$37, 500.00
Greenshade-Dogtown Fire Department	\$37, 500.00
Mt. Pleasant Fire Department	\$37, 500.00
Robertsville-St. Johns Fire Department	\$37, 500.00
Sycamore Fire Department	\$37, 500.00
Wetumpka Fire Department	\$37, 500.00

**Options:**

1. Approve the Interlocal Fire and Rescue Service Agreements and authorize the Chairman to sign all related documents.
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 TOWN OF GREENSBORO, FLORIDA AND THE GADSDEN COUNTY BOARD  
OF COUNTY COMMISSIONERS, FLORIDA**

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the 20<sup>th</sup> day of February, 2024 by and between:

- a. The Town of Greensboro, Florida, a Florida Municipal Corporation created and existing under the laws of the State of Florida (hereinafter referred to as the “Town of Greensboro” or “Greensboro” and collectively as the “Municipalities”); and
- b. The Gadsden County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred to as the "County"), as follows:

WITNESSETH

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

WHEREAS, the Municipalities 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 Municipalities maintain a fire department (collectively referred to as the “Departments”) capable of providing fire and rescue service outside each Municipality's corporate boundaries; and

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

WHEREAS, the Municipalities and the County recognize that it would be beneficial to both parties to utilize a single fire and rescue service for the Municipalities 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. Authority. This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.
2. Miscellaneous Provisions:

Each Municipality shall:

- a. Provide to the County's Fire Chief an affidavit or attestation certifying the following information:
  - a. The Municipality operates according to their Standard Operating Guidelines (SOGs) that meet the minimum requirements of The National Fire Protection Association (NFPA), Florida State Fire Collage, and State Laws.
  - b. That all certified personnel on the Municipality's roster have completed annual fit-for-duty physicals.
  - c. That each member on a Municipal Fire Department's roster has the following licensures, certifications, and other requirements:
    - i. EVOC; Fire 1 or 2 certifications.
    - ii. Driver's license(s);
    - iii. Results of criminal background checks; and
    - iv. ICS 100, 200, 700, and 800.
  - d. That all required and necessary quarterly training has been completed by each of the Department's members.
  - e. No Municipality shall be required to provide the County with any Personal Identifying Information (PPI), information protected under the Health Insurance Portability and Accountability Act (HIPPA) or under any other state or federal privacy law(s) as they may be amended from time to time.
- b. The Municipality will use one fire reporting software (ESO) provided by the County once the software is available. All fire reports will be accessible to the County Fire Chief.
- c. The Municipality agrees to provide access to all County equipment and facilities to County Fire/EMS Staff upon reasonable request, with twenty-four (24) hours' notice.
- d. Permit quarterly inspections on all county-owned apparatus and facilities with twenty-four (24) hours' notice.
- e. Submit quarterly call logs to the County's Fire Chief.

Each Municipality agrees that failure to comply with any of the above provisions shall result in the withholding of the quarterly payment owed until such time as these provisions are complied with in full.

3. Automatic Aid. Each Municipal Fire Department will provide automatic aid in the form of first response fire and rescue services, within their scope of training, with due diligence, in all areas of Gadsden County. The Municipalities shall be responsible for responding, with request, to all incidents requiring response in all areas of Gadsden County.
4. Mutual Aid. Each Municipal hereby agrees to provide mutual aid fire and rescue services upon request to all volunteer fire departments in all areas of Gadsden County. Furthermore, each volunteer department also commits to extending this support to fire departments, if

available, in other counties, as well as out-of-state counties, in the event of an emergency or upon formal request for assistance. This collaboration is intended to ensure the safety and security of all communities and individuals served by these volunteer fire departments, fostering cooperation and assistance across jurisdictional boundaries.

5. Incident Report. Each Municipality's Fire Department and/or its Fire Chief/Coordinator shall provide a copy of the State of Florida fire incident report to the County's Fire Chief and the State Fire Marshal's Office with completed information within the time required by law following the report of a County fire incident.
6. Insurance. The County shall insure against liability for each 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 Municipality's 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.
7. Insurance on County Owned and Non-County Owned Vehicles. The County will provide the requisite insurance coverage for all vehicles titled to and owned by the County that are used by each Municipality. The parties agree that insurance coverage for all vehicles that are not titled to or otherwise owned by the County, will be the sole financial responsibility of the respective of each Municipality.
8. Vehicle Provision. The County shall provide a serviceable vehicle/tanker owned and insured by the County during the term of this agreement to be used by each Municipality's Fire Department to respond to all fire and rescue calls within all areas of the County at no charge by the County to each Municipality. Each Municipality shall be liable for routine maintenance and minor repairs, and all fuel associated with the vehicle provided herein. All major repairs, which involve single-item costs exceeding \$1,000, shall be the responsibility of the County. However, the Municipality shall notify the county of any needed major repair prior to making such repair on behalf of the County to ensure compliance with the County's Purchasing Policy. This section shall be subject to funding by the Board of County Commissioners and the availability of a serviceable vehicle by the County.

In the event a major repair is required that will result in downtime exceeding seven (7) days for the vehicle furnished by the County, the County shall furnish a qualified temporary replacement fire service vehicle until the repairs are completed if a vehicle is available.

9. Use of Funds. Each Municipality agrees that funds received from the County under this Agreement shall be used only for costs associated with providing fire and rescue services. Because there is a mutual benefit derived from using all available Municipal and County equipment and resources on fires, equipment and resources shall not be restricted by geographic boundaries.
10. Records. Each Municipality shall maintain financial records of its expenditures on its Fire Department within guidelines of the State of Florida Uniform Accounting System for Local Governments, shall no later than the 10th day after the end of each quarter provide the County copies of the list of all Fire Department expenditures for the quarter and quarterly reports of fire activity within the unincorporated limits of the County in a form that is uniform throughout the County.

For the services performed under this Agreement, the Department shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the Department in connection with the services performed under this Agreement.

**IF THE DEPARTMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEPARTMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8612, [clerkofcourt@gadsdenclerk.com](mailto:clerkofcourt@gadsdenclerk.com).**

Each Municipality's Fire Department must comply with the public records laws, Chapter 119, F.S.; specifically, the Department shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Department does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Department or keep and maintain public records required by the County to perform the service. If the Department transfers all public records to the County upon completion of the contract, the Department shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Department keeps and maintains public records upon completion of the contract, the

Department shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the compliance by the Department with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

11. Payment of Funds. Subject to funding, as set forth below, the County shall pay the Municipality a total of **\$50,000.00** in four equal quarterly payments, for the quarter of October through December, January through March/April through June and July through September, in the first year of the Agreement upon submission of a request for payment by the City. Any and all payments made by the County and to each Municipality for the provision of fire and rescue services shall be used only for expenses of the Municipality's Fire Department and an accurate accounting of all funds is required.
12. Equipment. Except for planned purchases from the fire reserve fund, any single item and/or piece of equipment used solely for fire and rescue service costing \$5,000 and above which are purchased with Gadsden funds shall be the property of Gadsden County. All such items and equipment shall be placed in the County Inventory, as policy permits. Any equipment purchased with County funding must be standardized equipment, including but not limited to self-contained breathing apparatus and extrication tools) as specified by the County Fire Chief. Whenever equipment is purchased with county funding, it must be standardized as specified by the county. The department must contact the county fire chief for the equipment standardization list.
13. Inspection. The Parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes and Section 24(a), Art. I, of the State Constitution.
14. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
15. Effective Date. This Agreement shall be effective upon filing in the office of the Clerk of Court of Gadsden County and as of February 20th, 2024.
16. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

17. Expiration. This Agreement shall expire on September 30, 2027, unless terminated earlier as set forth herein or extended by written agreement of the parties.
18. Termination. Either party may terminate this Agreement without cause by providing six (6) months' written notice of intent to terminate. Either Party may terminate this Agreement for cause immediately without notice. In the event of termination without cause, the County Administrator or his/her designee shall notify the Municipality upon which such cancellation is effective in writing within ten (10) days of such termination. In the event of termination, the County shall not be responsible for payment of any amounts due as set forth herein after notification of termination.
19. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.
20. Appropriation; Subject to Available Funds. Any amounts due under this Agreement shall be subject to the amounts budgeted by the County as amounts available for expenditure for the continued performance of this Agreement, and the County shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not included in an adopted budget. The County's disbursement of funds which were not budgeted or otherwise available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.
21. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
22. No Assignment. This Agreement is not assignable.
23. No Third-Party Beneficiary. This Agreement is solely for the benefit of the County and the City, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.
24. Contractual Relationship. The relationship between the County and the City is such that the City shall be an independent contractor for all purposes. Neither the City nor any agent

or employee thereof shall be an agent or employee of the County for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other person or entity.

25. Indemnification; Hold Harmless. Each Municipality expressly recognizes and agrees that it is solely responsible for the actions, omissions, maintenance and operation of its Fire Department, and the County shall have no liability or responsibility for any damages or injury that result from or are related to any failure or deficiency in the actions, omissions, maintenance, or operation of each Municipality's Fire Department at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, each Municipality shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from the actions, omissions, maintenance and operation of the Municipality's Fire Department. The County's responsibility under this Agreement is limited solely to the payment of funds and maintenance of insurance as set forth herein, and nothing herein shall cause the County to have any liability or responsibility whatsoever for the actions, omissions, maintenance and operation of each Municipality's Fire Department at any time during the term of this Agreement or thereafter. The indemnity obligations of each Municipality under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, no Party intends and in no way waives any sovereign immunity rights that it possesses.
26. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.
27. Disputes. Any and all disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
28. Stipend Program. The County shall establish a pay-per-call stipend for all volunteers listed on the Roster who respond to calls in the unincorporated area covered by Gadsden County.

Non-certified firefighters listed on the municipalities volunteer fire department rosters will receive \$20.00 per fire response and \$30.00 for certified. The stipend is to be paid quarterly. The County will provide each department with a set amount of funding for the stipend program with a maximum of \$5,000 annually. The Volunteer Department shall be responsible for submitting backup data to the County Fire Chief. Each Municipality shall be responsible for 50% of the stipend if the call is located within its own municipality.

The County shall cover the additional 50% up to a maximum of \$5,000 annually. In order to receive reimbursement for stipends paid by each Municipality's Fire Department to its members, the Department shall use the attached Stipend Reimbursement Claim Form which is attached hereto and incorporated as though fully set forth herein as Addendum "A".

29. Training Programs.

- a. The County will provide in-house EVOC, Fire 1 certification training, and Emergency Medical Responder training.
- b. The County will provide funding for members of the Department who wish to obtain Fire 2 certification, EMT, and Paramedic certification. (Provided they remain in service within any fire department located within Gadsden County for 3 years).
- c. Departments that wish to train together, the County will provide monthly training.



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 GREENSBORO, FLORIDA

GADSDEN COUNTY, FLORIDA

\_\_\_\_\_  
Chairperson, Gadsden County  
Board of County Commissioners

ATTEST:

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Clerk of Court

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

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the 20<sup>th</sup> day of February, 2024 by and between:

- a. The City of Chattahoochee, Florida, a Florida Municipal Corporation created and existing under the laws of the State of Florida (hereinafter referred to as the “City of Chattahoochee” or “Chattahoochee” and collectively as the “Municipalities”); and
- b. The Gadsden County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred to as the "County"), as follows:

WITNESSETH

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

WHEREAS, the Municipalities 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 Municipalities maintain a fire department (collectively referred to as the “Departments”) capable of providing fire and rescue service outside each Municipality's corporate boundaries; and

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

WHEREAS, the Municipalities and the County recognize that it would be beneficial to both parties to utilize a single fire and rescue service for the Municipalities 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. Authority. This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.
2. Miscellaneous Provisions:

Each Municipality shall:

- a. Provide to the County's Fire Chief an affidavit or attestation certifying the following information:
  - a. The Municipality operates according to their Standard Operating Guidelines (SOGs) that meet the minimum requirements of The National Fire Protection Association (NFPA), Florida State Fire Collage, and State Laws.
  - b. That all certified personnel on the Municipality's roster have completed annual fit-for-duty physicals.
  - c. That each member on a Municipal Fire Department's roster has the following licensures, certifications, and other requirements:
    - i. EVOC; Fire 1 or 2 certifications.
    - ii. Driver's license(s);
    - iii. Results of criminal background checks; and
    - iv. ICS 100, 200, 700, and 800.
  - d. That all required and necessary quarterly training has been completed by each of the Department's members.
  - e. No Municipality shall be required to provide the County with any Personal Identifying Information (PPI), information protected under the Health Insurance Portability and Accountability Act (HIPPA) or under any other state or federal privacy law(s) as they may be amended from time to time.
- b. The Municipality will use one fire reporting software (ESO) provided by the County once the software is available. All fire reports will be accessible to the County Fire Chief.
- c. The Municipality agrees to provide access to all County equipment and facilities to County Fire/EMS Staff upon reasonable request, with twenty-four (24) hours' notice.
- d. Permit quarterly inspections on all county-owned apparatus and facilities with twenty-four (24) hours' notice.
- e. Submit quarterly call logs to the County's Fire Chief.

Each Municipality agrees that failure to comply with any of the above provisions shall result in the withholding of the quarterly payment owed until such time as these provisions are complied with in full.

3. Automatic Aid. Each Municipal Fire Department will provide automatic aid in the form of first response fire and rescue services, within their scope of training, with due diligence, in all areas of Gadsden County. The Municipalities shall be responsible for responding, with request, to all incidents requiring response in all areas of Gadsden County.
4. Mutual Aid. Each Municipal hereby agrees to provide mutual aid fire and rescue services upon request to all volunteer fire departments in all areas of Gadsden County. Furthermore, each volunteer department also commits to extending this support to fire departments, if

available, in other counties, as well as out-of-state counties, in the event of an emergency or upon formal request for assistance. This collaboration is intended to ensure the safety and security of all communities and individuals served by these volunteer fire departments, fostering cooperation and assistance across jurisdictional boundaries.

5. Incident Report. Each Municipality's Fire Department and/or its Fire Chief/Coordinator shall provide a copy of the State of Florida fire incident report to the County's Fire Chief and the State Fire Marshal's Office with completed information within the time required by law following the report of a County fire incident.
6. Insurance. The County shall insure against liability for each 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 Municipality's 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.
7. Insurance on County Owned and Non-County Owned Vehicles. The County will provide the requisite insurance coverage for all vehicles titled to and owned by the County that are used by each Municipality. The parties agree that insurance coverage for all vehicles that are not titled to or otherwise owned by the County, will be the sole financial responsibility of the respective of each Municipality.
8. Vehicle Provision. The County shall provide a serviceable vehicle/tanker owned and insured by the County during the term of this agreement to be used by each Municipality's Fire Department to respond to all fire and rescue calls within all areas of the County at no charge by the County to each Municipality. Each Municipality shall be liable for routine maintenance and minor repairs, and all fuel associated with the vehicle provided herein. All major repairs, which involve single-item costs exceeding \$1,000, shall be the responsibility of the County. However, the Municipality shall notify the county of any needed major repair prior to making such repair on behalf of the County to ensure compliance with the County's Purchasing Policy. This section shall be subject to funding by the Board of County Commissioners and the availability of a serviceable vehicle by the County.

In the event a major repair is required that will result in downtime exceeding seven (7) days for the vehicle furnished by the County, the County shall furnish a qualified temporary replacement fire service vehicle until the repairs are completed if a vehicle is available.

9. Use of Funds. Each Municipality agrees that funds received from the County under this Agreement shall be used only for costs associated with providing fire and rescue services. Because there is a mutual benefit derived from using all available Municipal and County equipment and resources on fires, equipment and resources shall not be restricted by geographic boundaries.
10. Records. Each Municipality shall maintain financial records of its expenditures on its Fire Department within guidelines of the State of Florida Uniform Accounting System for Local Governments, shall no later than the 10th day after the end of each quarter provide the County copies of the list of all Fire Department expenditures for the quarter and quarterly reports of fire activity within the unincorporated limits of the County in a form that is uniform throughout the County.

For the services performed under this Agreement, the Department shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the Department in connection with the services performed under this Agreement.

**IF THE DEPARTMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEPARTMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8612, [clerkofcourt@gadsdenclerk.com](mailto:clerkofcourt@gadsdenclerk.com).**

Each Municipality's Fire Department must comply with the public records laws, Chapter 119, F.S.; specifically, the Department shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Department does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Department or keep and maintain public records required by the County to perform the service. If the Department transfers all public records to the County upon completion of the contract, the Department shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Department keeps and maintains public records upon completion of the contract, the

Department shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the compliance by the Department with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

11. Payment of Funds. Subject to funding, as set forth below, the County shall pay the Municipality a total of **\$50,000.00** in four equal quarterly payments, for the quarter of October through December, January through March/April through June and July through September, in the first year of the Agreement upon submission of a request for payment by the City. Any and all payments made by the County and to each Municipality for the provision of fire and rescue services shall be used only for expenses of the Municipality's Fire Department and an accurate accounting of all funds is required.
12. Equipment. Except for planned purchases from the fire reserve fund, any single item and/or piece of equipment used solely for fire and rescue service costing \$5,000 and above which are purchased with Gadsden funds shall be the property of Gadsden County. All such items and equipment shall be placed in the County Inventory, as policy permits. Any equipment purchased with County funding must be standardized equipment, including but not limited to self-contained breathing apparatus and extrication tools) as specified by the County Fire Chief. Whenever equipment is purchased with county funding, it must be standardized as specified by the county. The department must contact the county fire chief for the equipment standardization list.
13. Inspection. The Parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes and Section 24(a), Art. I, of the State Constitution.
14. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
15. Effective Date. This Agreement shall be effective upon filing in the office of the Clerk of Court of Gadsden County and as of February 20th, 2024.
16. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

17. Expiration. This Agreement shall expire on September 30, 2027, unless terminated earlier as set forth herein or extended by written agreement of the parties.
18. Termination. Either party may terminate this Agreement without cause by providing six (6) months' written notice of intent to terminate. Either Party may terminate this Agreement for cause immediately without notice. In the event of termination without cause, the County Administrator or his/her designee shall notify the Municipality upon which such cancellation is effective in writing within ten (10) days of such termination. In the event of termination, the County shall not be responsible for payment of any amounts due as set forth herein after notification of termination.
19. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.
20. Appropriation; Subject to Available Funds. Any amounts due under this Agreement shall be subject to the amounts budgeted by the County as amounts available for expenditure for the continued performance of this Agreement, and the County shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not included in an adopted budget. The County's disbursement of funds which were not budgeted or otherwise available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.
21. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
22. No Assignment. This Agreement is not assignable.
23. No Third-Party Beneficiary. This Agreement is solely for the benefit of the County and the City, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.
24. Contractual Relationship. The relationship between the County and the City is such that the City shall be an independent contractor for all purposes. Neither the City nor any agent

or employee thereof shall be an agent or employee of the County for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other person or entity.

25. Indemnification; Hold Harmless. Each Municipality expressly recognizes and agrees that it is solely responsible for the actions, omissions, maintenance and operation of its Fire Department, and the County shall have no liability or responsibility for any damages or injury that result from or are related to any failure or deficiency in the actions, omissions, maintenance, or operation of each Municipality's Fire Department at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, each Municipality shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from the actions, omissions, maintenance and operation of the Municipality's Fire Department. The County's responsibility under this Agreement is limited solely to the payment of funds and maintenance of insurance as set forth herein, and nothing herein shall cause the County to have any liability or responsibility whatsoever for the actions, omissions, maintenance and operation of each Municipality's Fire Department at any time during the term of this Agreement or thereafter. The indemnity obligations of each Municipality under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, no Party intends and in no way waives any sovereign immunity rights that it possesses.
26. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.
27. Disputes. Any and all disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
28. Stipend Program. The County shall establish a pay-per-call stipend for all volunteers listed on the Roster who respond to calls in the unincorporated area covered by Gadsden County.

Non-certified firefighters listed on the municipalities volunteer fire department rosters will receive \$20.00 per fire response and \$30.00 for certified. The stipend is to be paid quarterly. The County will provide each department with a set amount of funding for the stipend program with a maximum of \$5,000 annually. The Volunteer Department shall be responsible for submitting backup data to the County Fire Chief. Each Municipality shall be responsible for 50% of the stipend if the call is located within its own municipality.

The County shall cover the additional 50% up to a maximum of \$5,000 annually. In order to receive reimbursement for stipends paid by each Municipality's Fire Department to its members, the Department shall use the attached Stipend Reimbursement Claim Form which is attached hereto and incorporated as though fully set forth herein as Addendum "A".

29. Training Programs.

- a. The County will provide in-house EVOC, Fire 1 certification training, and Emergency Medical Responder training.
- b. The County will provide funding for members of the Department who wish to obtain Fire 2 certification, EMT, and Paramedic certification. (Provided they remain in service within any fire department located within Gadsden County for 3 years).
- c. Departments that wish to train together, the County will provide monthly training.



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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Attorney

CITY OF CHATTAHOOCHEE, FLORIDA

GADSDEN COUNTY, FLORIDA

\_\_\_\_\_  
Mayor, City of Chattahoochee

\_\_\_\_\_  
Chairperson, Gadsden County  
Board of County Commissioners

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk of Court

**INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN  
THE CITY OF GREтна, FLORIDA AND THE GADSDEN COUNTY BOARD OF  
COUNTY COMMISSIONERS, FLORIDA**

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the 20<sup>th</sup> day of February, 2024 by and between:

- a. The City of Gretna, Florida, a Florida Municipal Corporation created and existing under the laws of the State of Florida (hereinafter referred to as the "City of Gretna" or "Gretna" and collectively as the "Municipalities"); and
- b. The Gadsden County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred to as the "County"), as follows:

WITNESSETH

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

WHEREAS, the Municipalities 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 Municipalities maintain a fire department (collectively referred to as the "Departments") capable of providing fire and rescue service outside each Municipality's corporate boundaries; and

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

WHEREAS, the Municipalities and the County recognize that it would be beneficial to both parties to utilize a single fire and rescue service for the Municipalities 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. Authority. This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.
2. Miscellaneous Provisions:

Each Municipality shall:

- a. Provide to the County's Fire Chief an affidavit or attestation certifying the following information:
  - a. The Municipality operates according to their Standard Operating Guidelines (SOGs) that meet the minimum requirements of The National Fire Protection Association (NFPA), Florida State Fire Collage, and State Laws.
  - b. That all certified personnel on the Municipality's roster have completed annual fit-for-duty physicals.
  - c. That each member on a Municipal Fire Department's roster has the following licensures, certifications, and other requirements:
    - i. EVOC; Fire 1 or 2 certifications.
    - ii. Driver's license(s);
    - iii. Results of criminal background checks; and
    - iv. ICS 100, 200, 700, and 800.
  - d. That all required and necessary quarterly training has been completed by each of the Department's members.
  - e. No Municipality shall be required to provide the County with any Personal Identifying Information (PPI), information protected under the Health Insurance Portability and Accountability Act (HIPPA) or under any other state or federal privacy law(s) as they may be amended from time to time.
- b. The Municipality will use one fire reporting software (ESO) provided by the County once the software is available. All fire reports will be accessible to the County Fire Chief.
- c. The Municipality agrees to provide access to all County equipment and facilities to County Fire/EMS Staff upon reasonable request, with twenty-four (24) hours' notice.
- d. Permit quarterly inspections on all county-owned apparatus and facilities with twenty-four (24) hours' notice.
- e. Submit quarterly call logs to the County's Fire Chief.

Each Municipality agrees that failure to comply with any of the above provisions shall result in the withholding of the quarterly payment owed until such time as these provisions are complied with in full.

3. Automatic Aid. Each Municipal Fire Department will provide automatic aid in the form of first response fire and rescue services, within their scope of training, with due diligence, in all areas of Gadsden County. The Municipalities shall be responsible for responding, with request, to all incidents requiring response in all areas of Gadsden County.
4. Mutual Aid. Each Municipal hereby agrees to provide mutual aid fire and rescue services upon request to all volunteer fire departments in all areas of Gadsden County. Furthermore, each volunteer department also commits to extending this support to fire departments, if

available, in other counties, as well as out-of-state counties, in the event of an emergency or upon formal request for assistance. This collaboration is intended to ensure the safety and security of all communities and individuals served by these volunteer fire departments, fostering cooperation and assistance across jurisdictional boundaries.

5. Incident Report. Each Municipality's Fire Department and/or its Fire Chief/Coordinator shall provide a copy of the State of Florida fire incident report to the County's Fire Chief and the State Fire Marshal's Office with completed information within the time required by law following the report of a County fire incident.
6. Insurance. The County shall insure against liability for each 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 Municipality's 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.
7. Insurance on County Owned and Non-County Owned Vehicles. The County will provide the requisite insurance coverage for all vehicles titled to and owned by the County that are used by each Municipality. The parties agree that insurance coverage for all vehicles that are not titled to or otherwise owned by the County, will be the sole financial responsibility of the respective of each Municipality.
8. Vehicle Provision. The County shall provide a serviceable vehicle/tanker owned and insured by the County during the term of this agreement to be used by each Municipality's Fire Department to respond to all fire and rescue calls within all areas of the County at no charge by the County to each Municipality. Each Municipality shall be liable for routine maintenance and minor repairs, and all fuel associated with the vehicle provided herein. All major repairs, which involve single-item costs exceeding \$1,000, shall be the responsibility of the County. However, the Municipality shall notify the county of any needed major repair prior to making such repair on behalf of the County to ensure compliance with the County's Purchasing Policy. This section shall be subject to funding by the Board of County Commissioners and the availability of a serviceable vehicle by the County.

In the event a major repair is required that will result in downtime exceeding seven (7) days for the vehicle furnished by the County, the County shall furnish a qualified temporary replacement fire service vehicle until the repairs are completed if a vehicle is available.

9. Use of Funds. Each Municipality agrees that funds received from the County under this Agreement shall be used only for costs associated with providing fire and rescue services. Because there is a mutual benefit derived from using all available Municipal and County equipment and resources on fires, equipment and resources shall not be restricted by geographic boundaries.
10. Records. Each Municipality shall maintain financial records of its expenditures on its Fire Department within guidelines of the State of Florida Uniform Accounting System for Local Governments, shall no later than the 10th day after the end of each quarter provide the County copies of the list of all Fire Department expenditures for the quarter and quarterly reports of fire activity within the unincorporated limits of the County in a form that is uniform throughout the County.

For the services performed under this Agreement, the Department shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the Department in connection with the services performed under this Agreement.

**IF THE DEPARTMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEPARTMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8612, [clerkofcourt@gadsdenclerk.com](mailto:clerkofcourt@gadsdenclerk.com).**

Each Municipality's Fire Department must comply with the public records laws, Chapter 119, F.S.; specifically, the Department shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Department does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Department or keep and maintain public records required by the County to perform the service. If the Department transfers all public records to the County upon completion of the contract, the Department shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Department keeps and maintains public records upon completion of the contract, the

Department shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the compliance by the Department with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

11. Payment of Funds. Subject to funding, as set forth below, the County shall pay the Municipality a total of **\$50,000.00** in four equal quarterly payments, for the quarter of October through December, January through March/April through June and July through September, in the first year of the Agreement upon submission of a request for payment by the City. Any and all payments made by the County and to each Municipality for the provision of fire and rescue services shall be used only for expenses of the Municipality's Fire Department and an accurate accounting of all funds is required.
12. Equipment. Except for planned purchases from the fire reserve fund, any single item and/or piece of equipment used solely for fire and rescue service costing \$5,000 and above which are purchased with Gadsden funds shall be the property of Gadsden County. All such items and equipment shall be placed in the County Inventory, as policy permits. Any equipment purchased with County funding must be standardized equipment, including but not limited to self-contained breathing apparatus and extrication tools) as specified by the County Fire Chief. Whenever equipment is purchased with county funding, it must be standardized as specified by the county. The department must contact the county fire chief for the equipment standardization list.
13. Inspection. The Parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes and Section 24(a), Art. I, of the State Constitution.
14. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
15. Effective Date. This Agreement shall be effective upon filing in the office of the Clerk of Court of Gadsden County and as of February 20th, 2024.
16. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

17. Expiration. This Agreement shall expire on September 30, 2027, unless terminated earlier as set forth herein or extended by written agreement of the parties.
18. Termination. Either party may terminate this Agreement without cause by providing six (6) months' written notice of intent to terminate. Either Party may terminate this Agreement for cause immediately without notice. In the event of termination without cause, the County Administrator or his/her designee shall notify the Municipality upon which such cancellation is effective in writing within ten (10) days of such termination. In the event of termination, the County shall not be responsible for payment of any amounts due as set forth herein after notification of termination.
19. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.
20. Appropriation; Subject to Available Funds. Any amounts due under this Agreement shall be subject to the amounts budgeted by the County as amounts available for expenditure for the continued performance of this Agreement, and the County shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not included in an adopted budget. The County's disbursement of funds which were not budgeted or otherwise available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.
21. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
22. No Assignment. This Agreement is not assignable.
23. No Third-Party Beneficiary. This Agreement is solely for the benefit of the County and the City, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.
24. Contractual Relationship. The relationship between the County and the City is such that the City shall be an independent contractor for all purposes. Neither the City nor any agent

or employee thereof shall be an agent or employee of the County for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other person or entity.

25. Indemnification; Hold Harmless. Each Municipality expressly recognizes and agrees that it is solely responsible for the actions, omissions, maintenance and operation of its Fire Department, and the County shall have no liability or responsibility for any damages or injury that result from or are related to any failure or deficiency in the actions, omissions, maintenance, or operation of each Municipality's Fire Department at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, each Municipality shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from the actions, omissions, maintenance and operation of the Municipality's Fire Department. The County's responsibility under this Agreement is limited solely to the payment of funds and maintenance of insurance as set forth herein, and nothing herein shall cause the County to have any liability or responsibility whatsoever for the actions, omissions, maintenance and operation of each Municipality's Fire Department at any time during the term of this Agreement or thereafter. The indemnity obligations of each Municipality under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, no Party intends and in no way waives any sovereign immunity rights that it possesses.
26. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.
27. Disputes. Any and all disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
28. Stipend Program. The County shall establish a pay-per-call stipend for all volunteers listed on the Roster who respond to calls in the unincorporated area covered by Gadsden County.

Non-certified firefighters listed on the municipalities volunteer fire department rosters will receive \$20.00 per fire response and \$30.00 for certified. The stipend is to be paid quarterly. The County will provide each department with a set amount of funding for the stipend program with a maximum of \$5,000 annually. The Volunteer Department shall be responsible for submitting backup data to the County Fire Chief. Each Municipality shall be responsible for 50% of the stipend if the call is located within its own municipality.

The County shall cover the additional 50% up to a maximum of \$5,000 annually. In order to receive reimbursement for stipends paid by each Municipality's Fire Department to its members, the Department shall use the attached Stipend Reimbursement Claim Form which is attached hereto and incorporated as though fully set forth herein as Addendum "A".

29. Training Programs.

- a. The County will provide in-house EVOC, Fire 1 certification training, and Emergency Medical Responder training.
- b. The County will provide funding for members of the Department who wish to obtain Fire 2 certification, EMT, and Paramedic certification. (Provided they remain in service within any fire department located within Gadsden County for 3 years).
- c. Departments that wish to train together, the County will provide monthly training.



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

\_\_\_\_\_  
City 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 CITY OF MIDWAY, FLORIDA AND THE GADSDEN COUNTY BOARD OF  
COUNTY COMMISSIONERS, FLORIDA**

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the 20<sup>th</sup> day of February, 2024 by and between:

- a. The City of Midway, Florida, a Florida Municipal Corporation created and existing under the laws of the State of Florida (hereinafter referred to as the “City of Midway” or “Midway” and collectively as the “Municipalities”); and
- b. The Gadsden County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred to as the "County"), as follows:

WITNESSETH

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

WHEREAS, the Municipalities 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 Municipalities maintain a fire department (collectively referred to as the “Departments”) capable of providing fire and rescue service outside each Municipality's corporate boundaries; and

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

WHEREAS, the Municipalities and the County recognize that it would be beneficial to both parties to utilize a single fire and rescue service for the Municipalities 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. Authority. This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.
2. Miscellaneous Provisions:

Each Municipality shall:

- a. Provide to the County's Fire Chief an affidavit or attestation certifying the following information:
  - a. The Municipality operates according to their Standard Operating Guidelines (SOGs) that meet the minimum requirements of The National Fire Protection Association (NFPA), Florida State Fire Collage, and State Laws.
  - b. That all certified personnel on the Municipality's roster have completed annual fit-for-duty physicals.
  - c. That each member on a Municipal Fire Department's roster has the following licensures, certifications, and other requirements:
    - i. EVOC; Fire 1 or 2 certifications.
    - ii. Driver's license(s);
    - iii. Results of criminal background checks; and
    - iv. ICS 100, 200, 700, and 800.
  - d. That all required and necessary quarterly training has been completed by each of the Department's members.
  - e. No Municipality shall be required to provide the County with any Personal Identifying Information (PPI), information protected under the Health Insurance Portability and Accountability Act (HIPPA) or under any other state or federal privacy law(s) as they may be amended from time to time.
- b. The Municipality will use one fire reporting software (ESO) provided by the County once the software is available. All fire reports will be accessible to the County Fire Chief.
- c. The Municipality agrees to provide access to all County equipment and facilities to County Fire/EMS Staff upon reasonable request, with twenty-four (24) hours' notice.
- d. Permit quarterly inspections on all county-owned apparatus and facilities with twenty-four (24) hours' notice.
- e. Submit quarterly call logs to the County's Fire Chief.

Each Municipality agrees that failure to comply with any of the above provisions shall result in the withholding of the quarterly payment owed until such time as these provisions are complied with in full.

3. Automatic Aid. Each Municipal Fire Department will provide automatic aid in the form of first response fire and rescue services, within their scope of training, with due diligence, in all areas of Gadsden County. The Municipalities shall be responsible for responding, with request, to all incidents requiring response in all areas of Gadsden County.
4. Mutual Aid. Each Municipal hereby agrees to provide mutual aid fire and rescue services upon request to all volunteer fire departments in all areas of Gadsden County. Furthermore, each volunteer department also commits to extending this support to fire departments, if

available, in other counties, as well as out-of-state counties, in the event of an emergency or upon formal request for assistance. This collaboration is intended to ensure the safety and security of all communities and individuals served by these volunteer fire departments, fostering cooperation and assistance across jurisdictional boundaries.

5. Incident Report. Each Municipality's Fire Department and/or its Fire Chief/Coordinator shall provide a copy of the State of Florida fire incident report to the County's Fire Chief and the State Fire Marshal's Office with completed information within the time required by law following the report of a County fire incident.
6. Insurance. The County shall insure against liability for each 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 Municipality's 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.
7. Insurance on County Owned and Non-County Owned Vehicles. The County will provide the requisite insurance coverage for all vehicles titled to and owned by the County that are used by each Municipality. The parties agree that insurance coverage for all vehicles that are not titled to or otherwise owned by the County, will be the sole financial responsibility of the respective of each Municipality.
8. Vehicle Provision. The County shall provide a serviceable vehicle/tanker owned and insured by the County during the term of this agreement to be used by each Municipality's Fire Department to respond to all fire and rescue calls within all areas of the County at no charge by the County to each Municipality. Each Municipality shall be liable for routine maintenance and minor repairs, and all fuel associated with the vehicle provided herein. All major repairs, which involve single-item costs exceeding \$1,000, shall be the responsibility of the County. However, the Municipality shall notify the county of any needed major repair prior to making such repair on behalf of the County to ensure compliance with the County's Purchasing Policy. This section shall be subject to funding by the Board of County Commissioners and the availability of a serviceable vehicle by the County.

In the event a major repair is required that will result in downtime exceeding seven (7) days for the vehicle furnished by the County, the County shall furnish a qualified temporary replacement fire service vehicle until the repairs are completed if a vehicle is available.

9. Use of Funds. Each Municipality agrees that funds received from the County under this Agreement shall be used only for costs associated with providing fire and rescue services. Because there is a mutual benefit derived from using all available Municipal and County equipment and resources on fires, equipment and resources shall not be restricted by geographic boundaries.
10. Records. Each Municipality shall maintain financial records of its expenditures on its Fire Department within guidelines of the State of Florida Uniform Accounting System for Local Governments, shall no later than the 10th day after the end of each quarter provide the County copies of the list of all Fire Department expenditures for the quarter and quarterly reports of fire activity within the unincorporated limits of the County in a form that is uniform throughout the County.

For the services performed under this Agreement, the Department shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the Department in connection with the services performed under this Agreement.

**IF THE DEPARTMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEPARTMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8612, [clerkofcourt@gadsdenclerk.com](mailto:clerkofcourt@gadsdenclerk.com).**

Each Municipality's Fire Department must comply with the public records laws, Chapter 119, F.S.; specifically, the Department shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Department does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Department or keep and maintain public records required by the County to perform the service. If the Department transfers all public records to the County upon completion of the contract, the Department shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Department keeps and maintains public records upon completion of the contract, the

Department shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the compliance by the Department with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

11. Payment of Funds. Subject to funding, as set forth below, the County shall pay the Municipality a total of **\$50,000.00** in four equal quarterly payments, for the quarter of October through December, January through March/April through June and July through September, in the first year of the Agreement upon submission of a request for payment by the City. Any and all payments made by the County and to each Municipality for the provision of fire and rescue services shall be used only for expenses of the Municipality's Fire Department and an accurate accounting of all funds is required.
12. Equipment. Except for planned purchases from the fire reserve fund, any single item and/or piece of equipment used solely for fire and rescue service costing \$5,000 and above which are purchased with Gadsden funds shall be the property of Gadsden County. All such items and equipment shall be placed in the County Inventory, as policy permits. Any equipment purchased with County funding must be standardized equipment, including but not limited to self-contained breathing apparatus and extrication tools) as specified by the County Fire Chief. Whenever equipment is purchased with county funding, it must be standardized as specified by the county. The department must contact the county fire chief for the equipment standardization list.
13. Inspection. The Parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes and Section 24(a), Art. I, of the State Constitution.
14. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
15. Effective Date. This Agreement shall be effective upon filing in the office of the Clerk of Court of Gadsden County and as of February 20th, 2024.
16. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

17. Expiration. This Agreement shall expire on September 30, 2027, unless terminated earlier as set forth herein or extended by written agreement of the parties.
18. Termination. Either party may terminate this Agreement without cause by providing six (6) months' written notice of intent to terminate. Either Party may terminate this Agreement for cause immediately without notice. In the event of termination without cause, the County Administrator or his/her designee shall notify the Municipality upon which such cancellation is effective in writing within ten (10) days of such termination. In the event of termination, the County shall not be responsible for payment of any amounts due as set forth herein after notification of termination.
19. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.
20. Appropriation; Subject to Available Funds. Any amounts due under this Agreement shall be subject to the amounts budgeted by the County as amounts available for expenditure for the continued performance of this Agreement, and the County shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not included in an adopted budget. The County's disbursement of funds which were not budgeted or otherwise available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.
21. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
22. No Assignment. This Agreement is not assignable.
23. No Third-Party Beneficiary. This Agreement is solely for the benefit of the County and the City, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.
24. Contractual Relationship. The relationship between the County and the City is such that the City shall be an independent contractor for all purposes. Neither the City nor any agent

or employee thereof shall be an agent or employee of the County for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other person or entity.

25. Indemnification; Hold Harmless. Each Municipality expressly recognizes and agrees that it is solely responsible for the actions, omissions, maintenance and operation of its Fire Department, and the County shall have no liability or responsibility for any damages or injury that result from or are related to any failure or deficiency in the actions, omissions, maintenance, or operation of each Municipality's Fire Department at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, each Municipality shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from the actions, omissions, maintenance and operation of the Municipality's Fire Department. The County's responsibility under this Agreement is limited solely to the payment of funds and maintenance of insurance as set forth herein, and nothing herein shall cause the County to have any liability or responsibility whatsoever for the actions, omissions, maintenance and operation of each Municipality's Fire Department at any time during the term of this Agreement or thereafter. The indemnity obligations of each Municipality under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, no Party intends and in no way waives any sovereign immunity rights that it possesses.
26. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.
27. Disputes. Any and all disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
28. Stipend Program. The County shall establish a pay-per-call stipend for all volunteers listed on the Roster who respond to calls in the unincorporated area covered by Gadsden County.

Non-certified firefighters listed on the municipalities volunteer fire department rosters will receive \$20.00 per fire response and \$30.00 for certified. The stipend is to be paid quarterly. The County will provide each department with a set amount of funding for the stipend program with a maximum of \$5,000 annually. The Volunteer Department shall be responsible for submitting backup data to the County Fire Chief. Each Municipality shall be responsible for 50% of the stipend if the call is located within its own municipality.

The County shall cover the additional 50% up to a maximum of \$5,000 annually. In order to receive reimbursement for stipends paid by each Municipality's Fire Department to its members, the Department shall use the attached Stipend Reimbursement Claim Form which is attached hereto and incorporated as though fully set forth herein as Addendum "A".

29. Training Programs.

- a. The County will provide in-house EVOC, Fire 1 certification training, and Emergency Medical Responder training.
- b. The County will provide funding for members of the Department who wish to obtain Fire 2 certification, EMT, and Paramedic certification. (Provided they remain in service within any fire department located within Gadsden County for 3 years).
- c. Departments that wish to train together, the County will provide monthly training.



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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Attorney

CITY OF MIDWAY, FLORIDA

GADSDEN COUNTY, FLORIDA

\_\_\_\_\_  
Mayor, City of Midway

\_\_\_\_\_  
Chairperson, Gadsden County  
Board of County Commissioners

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk of Court

**INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN  
GREENSHADE-DOGTOWN VOLUNTEER FIRE DEPARTMENT, INC., MOUNT  
PLEASANT VOLUNTEER FIRE DEPARTMENT, INC., WETUMPKA VOLUNTEER  
FIRE DEPARTMENT, INC., CONCORD VOLUNTEER FIRE DEPARTMENT, INC.,  
ROBERTSVILLE VOLUNTEER FIRE DEPARTMENT, INC., SYCAMORE  
VOLUNTEER FIRE DEPARTMENT, INC., AND THE GADSDEN COUNTY BOARD  
OF COUNTY COMMISSIONERS**

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the 6<sup>th</sup> day of February, 2024 by and between:

- a. Greenshade-Dogtown Volunteer Fire Department, Inc., a Florida not for profit corporation (hereinafter referred to as the “Greenshade-Dogtown” and collectively as the “Volunteer Department(s)"); and
- b. Mt. Pleasant Volunteer Fire Department, Inc., a Florida Not for Profit corporation (hereinafter referred to as the “Mt. Pleasant” and collectively as the “Volunteer Department(s)"); and
- c. Wetumpka Volunteer Fire Department, Inc., a Florida Not for Profit corporation (hereinafter referred to as the “Wetumpka” and collectively as the “Volunteer Department(s)"); and
- d. Concord Volunteer Fire Department, Inc. a Florida Not for Profit Corporation (hereinafter referred to as the “Concord” and collectively as the “Volunteer Department(s)"); and
- e. Robertsville Volunteer Fire Department, Inc. a Florida Not for Profit Corporation (hereinafter referred to as the “Robertsville” and collectively as the “Volunteer Department(s)"); and
- f. Sycamore Volunteer Fire Department, Inc. a Florida Not for Profit Corporation (hereinafter referred to as the “Sycamore” and collectively as the “Volunteer Department(s)"); and
- a. The Gadsden County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred to as the "County"), as follows:

WITNESSETH

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

WHEREAS the Volunteer Departments and County are authorized by Florida Statutes to enter into agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS the Volunteer Departments are capable of providing fire and rescue service within all areas of Gadsden County; and

WHEREAS residents of Gadsden County are in need of fire and rescue service, and fire and rescue service is a service that the County believes would be beneficial to the health and welfare of residents living in all areas of Gadsden County; and

WHEREAS the Volunteer Departments and the County recognize that it would be beneficial to both parties to utilize a fire and rescue service for all areas of Gadsden County.

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

1. Authority. This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.
2. Miscellaneous Provisions:

Each Volunteer Department shall:

- a. Provide to the County's Fire Chief an affidavit or attestation certifying the following information:
  - a. The fire department operates according to their Standard Operating Guidelines (SOGs) that meet the minimum requirements of the National Fire Protection Association (NFPA), Florida State Fire College, and State Laws.
  - b. That all certified personnel on the Department's active fire roster have completed annual fit-for-duty physicals.
  - c. That each member on a Fire Department's roster has the following licensures, certifications, and other requirements:
    - i. EVOC; Fire 1 or 2 certifications.
    - ii. Driver's license(s).
    - iii. Results of criminal background checks; and
    - iv. ICS 100, 200, 700, and 800.
  - d. That all required and necessary quarterly training has been completed by each of the Department's member;
  - e. No Department shall be required to provide the County with any Personal Identifying Information (PPI), information protected under the Health Insurance Portability and Accountability Act (HIPAA) or under any other state or federal privacy law(s) as they may be amended from time to time.
- b. The fire department will use one fire reporting software (ESO) provided by the County once the software is available. All fire reports will be accessible to the County Fire Chief.
- c. The Volunteer Department agrees to provide access to all County equipment and facilities to County's Fire Chief/EMS Staff upon reasonable request, with twenty-four (24) hours' notice.

- d. Permit quarterly inspections on all county-owned apparatus and facilities within twenty-four (24) hour's notice.
- e. Submit quarterly call logs to the County's Fire Chief.

Each Volunteer Department agrees that failure to comply with any of the above provisions shall result in the withholding of the quarterly payment owed until such time as these provisions are complied with in full.

- 3. Automatic Aid. Each Volunteer Department will provide automatic aid in the form of first response fire and rescue services, within their scope of training, with due diligence, in all areas of Gadsden County. The Volunteer Departments shall be responsible for responding, with request, to all incidents requiring response in all areas of Gadsden County.
- 4. Mutual Aid. Each volunteer department hereby agrees to provide mutual aid fire and rescue services upon request to all volunteer fire departments in all areas of Gadsden County. Furthermore, each volunteer department also commits to extending this support to fire departments, if available, in other counties, as well as out-of-state counties, in the event of an emergency or upon formal request for assistance. This collaboration is intended to ensure the safety and security of all communities and individuals served by these volunteer fire departments, fostering cooperation and assistance across jurisdictional boundaries.
- 5. Incident Report. Each Volunteer Department and/or its Fire Chief/Coordinator shall provide a copy of the State of Florida fire incident report to the County's Fire Chief and the State Fire Marshal's Office with completed information within the time required by law following the report of a County fire incident.
- 6. Insurance. The County shall insure against liability for each Volunteer Department while providing fire and rescue service as described herein. By voluntarily maintaining such insurance the County is not assuming any liability for the acts or omissions by the Volunteer Departments. The Volunteer Department shall maintain liability insurance for the Department while providing fire and rescue service within all areas of Gadsden County and the County shall maintain Worker's Compensation and all other insurance required by and in accordance with State law. The Volunteer Department shall indemnify and hold the County harmless for any acts or omissions made or undertaken while providing fire services within the unincorporated areas of the County.
- ~~7. Insurance on County Owned and Non-County Owned Vehicles. The County will provide the requisite insurance coverage for all vehicles titled to and owned by the County that are used by each Volunteer Department, if any. The parties agree that insurance coverage for all vehicles that are not titled to or otherwise owned by the County will be the sole financial responsibility of the respective of each Volunteer Department.~~

7. Insurance on County Owned and Non-County Owned Vehicles. The County will provide the requisite insurance on County owned and non- county owned vehicles that are used by each Department.

For non- county owned vehicles, titled to the individual department, the department shall be the beneficiary of any funds related to the vehicle cost. However, the county shall receive reimbursement for any insurance premiums paid on the vehicle.

- ~~8. Vehicle Provision. The County may provide a serviceable vehicle/tanker owned and insured by the County during the term of this agreement to be used by each Volunteer Department to respond to all fire and rescue calls in all areas of Gadsden County at no charge by the County.~~

~~The County shall be liable for routine maintenance and minor repairs associated with the vehicle provided herein. All major repairs, which involve single-item costs exceeding \$1,000, shall be the responsibility of the County. This section shall be subject to funding by the Board of County Commissioners and the availability of a serviceable vehicle by the County. The County shall also pay repairs to non-county-owned vehicles exceeding \$1,000.00 but not to exceed \$10,000.00.~~

~~In the event a major repair is required that will result in downtime exceeding seven (7) days for the vehicle furnished by the County, the County shall furnish a qualified temporary replacement fire service vehicle if available until the repairs are completed.~~

8. Vehicle Provision. The County shall provide a serviceable vehicle/tanker and insure all fire vehicles during the term of this agreement to be used by each Volunteer Department to respond to all fire and rescue calls **within** all areas of Gadsden County ~~areas of the County~~ at no charge by the County. The Volunteer Department shall be liable for routine maintenance and minor repairs associated with the vehicle provided herein. All major repairs, which involve single-item costs exceeding \$1,000, shall be the responsibility of the County. However, the Volunteer Department shall notify the county of any needed major repair prior to making such repair on the behalf of the County to ensure compliance with the County's Purchasing Policy. This section shall be subject to funding by the Board of County Commissioners and the availability of a serviceable vehicle by the County. The County shall also pay repairs to non-county-owned vehicles exceeding \$1,000.00 but not to exceed \$10,000.00.

In the event a major repair is required that will result in downtime exceeding seven (7) days for the vehicle furnished by the County, the County shall furnish a qualified temporary replacement fire service vehicle if available until the repairs are completed.

9. Use of Funds. Each Volunteer Department agrees that funds received from the County under this Agreement shall be used only for costs associated with providing fire and rescue services. Because there is a mutual benefit derived from using all available equipment and resources on fires, equipment, and resources shall not be restricted by geographic boundaries.
10. Records. Each Volunteer Department shall maintain financial records of its expenditures on its Fire Department within guidelines of applicable state law(s), shall no later than the 30th day after the end of each quarter provide the County copies of the list of all Department expenditures for the quarter and quarterly reports of fire activity within the unincorporated limits of the County in a form that is uniform throughout the County.

For the services performed under this Agreement, the Department shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the Department in connection with the services performed under this Agreement.

**IF THE DEPARTMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEPARTMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8612, [clerkofcourt@gadsdenclerk.com](mailto:clerkofcourt@gadsdenclerk.com).**

Each Volunteer Department must comply with the public records laws, Chapter 119, F.S.; specifically, the Department shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Department does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Department or keep and maintain public records required by the County to perform the service. If the Department transfers all public records to the County upon completion of the contract, the Department shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Department keeps and maintains public records upon completion of the contract, the Department shall meet all applicable requirements for

retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the compliance by the Department with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

9.11. Payment of Funds. Subject to funding, as set forth below, the County shall pay each Volunteer Department a total of 37,500.00 in four equal quarterly payments, for the quarter of October through December, January through March/April through June, and July through September, in the first year of the Agreement upon submission of a request for payment by the City. Any and all payments made by the County and to each Volunteer Department for the provision of fire and rescue services shall be used only for expenses of the Volunteer Department and an accurate accounting of all funds is required. Such funding shall be increased by no more than two percent (2%) each fiscal year in order to ensure compliance with increases in the consumer price index (CPI). For fiscal year 2024-2025, each Volunteer Department shall be paid **\$38,250.00**. For fiscal year 2025-2026, each Volunteer Department shall be paid **\$39,015.00**. For fiscal year 2026-2027, each Volunteer Department shall be paid **\$39,795.30**.

10.12. Equipment. Except for planned purchases from the fire reserve fund, any single item and/or piece of equipment used solely for fire and rescue service costing \$5,000 and above which are purchased with Gadsden funds shall be the property of Gadsden County. All such items and equipment shall be placed on the County of Gadsden Inventory, as policy permits. Any equipment purchased with County funding must be standardized equipment, including but not limited to self-contained breathing apparatus and extrication tools) as specified by the County Fire Chief. Whenever equipment is purchased with county funding, it must be standardized as specified by the county.

11.13. Inspection. The Parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes and Section 24(a), Art. I, of the State Constitution.

12.14. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.

13.15. Effective Date. This Agreement shall be effective upon filing in the office of the Clerk of Court of Gadsden County and as of February 6, 2024.

~~14.~~16. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

~~15.~~17. Expiration. This Agreement shall expire on September 30, 2027, unless terminated earlier as set forth herein or extended by written agreement of the parties.

~~16.~~18. Termination. Either party may terminate this Agreement without cause by providing six (6) months' written notice of intent to terminate. Either party may terminate this Agreement for cause immediately without notice. In the event of termination without cause, the County Administrator or his/her designee shall notify the Volunteer Department upon which such cancellation is effective in writing within ten (10) days of such termination. In the event of termination, the County shall not be responsible for payment of any amounts due as set forth herein after notification of termination.

~~17.~~19. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.

~~18.~~20. Appropriation; Subject to Available Funds. Any amounts due under this Agreement shall be subject to the amounts budgeted by the County as amounts available for expenditure for the continued performance of this Agreement, and the County shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not included in an adopted budget. The County's disbursement of funds which were not budgeted or otherwise available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

~~19.~~21. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.

~~20.~~22. No Assignment. This Agreement is not assignable.

~~21.~~23. No Third-Party Beneficiary. This Agreement is solely for the benefit of the County and each Volunteer Department, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.

22-24. Contractual Relationship. The relationship between the County and each Volunteer Department is such that the Volunteer Department shall be an independent contractor for all purposes. Neither the Volunteer Department nor any agent or employee thereof shall be an agent or employee of the County for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Volunteer Departments and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Volunteer Department or any other person or entity.

23-25. Indemnification; Hold Harmless. Each Volunteer Department expressly recognizes and agrees that it is solely responsible for the actions, omissions, maintenance, and operation of its Fire Department, and the County shall have no liability or responsibility for any damages or injury that result from or are related to any failure or deficiency in the actions, omissions, maintenance, or operation of each Volunteer Department at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, each Volunteer Department shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from the actions, omissions, maintenance and operation of the Volunteer Department. The County's responsibility under this Agreement is limited solely to the payment of funds and maintenance of insurance as set forth herein, and nothing herein shall cause the County to have any liability or responsibility whatsoever for the actions, omissions, maintenance, and operation of each Volunteer Department at any time during the term of this Agreement or thereafter. The indemnity obligations of the Volunteer Department under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County does not intend and in no way waives any sovereign immunity rights that it possesses.

24-26. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

25-27. Disputes. Any and all disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.

~~26.~~28. Stipend Program. The County shall establish a pay-per-call stipend for all volunteers listed on the Volunteer Department's roster who respond to calls in the unincorporated area serviced by their Department within Gadsden County. Non-certified firefighters listed on the unincorporated volunteer fire department rosters will receive \$20.00 per fire response and \$30.00 for certified. The stipend is to be paid quarterly. The County will provide each department with a set amount of funding for the stipend program with a maximum of \$7,500 annually. The Volunteer Department shall be responsible for submitting backup data to the County Fire Chief.

The Department shall use the attached Stipend Reimbursement Claim Form which is attached hereto and incorporated as though fully set forth herein as Addendum "A".

27-29. Training Programs.

- a. The County will provide in-house EVOC and Fire 1 certification and Emergency Medical Responder training.
- b. The County will provide funding for members of the Department who wish to obtain Fire 2 certification, EMT, and Paramedic certification. (Provided they remain in service within any fire department located within -Gadsden County for 3 years).
- c. Departments that wish to train together, the County will provide monthly training.



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

GREENSHADE-DOGTOWN  
VOLUNTEER FIRE DEPARTMENT,  
INC.

Approved as to Form

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
County Attorney

GADSDEN COUNTY, FLORIDA

\_\_\_\_\_  
Chairperson, Gadsden County  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk of Court

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

MT. PLEASANT  
VOLUNTEER FIRE DEPARTMENT,  
INC.

Approved as to Form

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
County Attorney

GADSDEN COUNTY, FLORIDA

\_\_\_\_\_  
Chairperson, Gadsden County  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk of Court

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

WETUMPKA  
VOLUNTEER FIRE DEPARTMENT,  
INC.

Approved as to Form

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
County Attorney

GADSDEN COUNTY, FLORIDA

\_\_\_\_\_  
Chairperson, Gadsden County  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk of Court

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

CONCORD  
VOLUNTEER FIRE DEPARTMENT,  
INC.

Approved as to Form

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
County Attorney

GADSDEN COUNTY, FLORIDA

\_\_\_\_\_  
Chairperson, Gadsden County  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk of Court

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

ROBERTSVILLE  
VOLUNTEER FIRE DEPARTMENT,  
INC.

Approved as to Form

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
County Attorney

GADSDEN COUNTY, FLORIDA

\_\_\_\_\_  
Chairperson, Gadsden County  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk of Court

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

SYCAMORE  
VOLUNTEER FIRE DEPARTMENT,  
INC.

Approved as to Form

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
County Attorney

GADSDEN COUNTY, FLORIDA

\_\_\_\_\_  
Chairperson, Gadsden County  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk of Court