

Board of County Commissioners Agenda Request

Date of Meeting: April 2, 2024

Date Submitted: February 21, 2024

To: Honorable Chairman and Members of the Board

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

Subject: Board Direction regarding the Interlocal Fire and Rescue Service Agreement Between Gadsden County, Florida, and the Town of Havana, Florida

Statement of Issue:

This agenda item seeks Board direction regarding the Interlocal Fire and Rescue Service Agreement between Gadsden County, Florida, and the Town of Havana, Florida.

Background:

Currently, the above-named fire department is providing fire and rescue services within the scopes of training, with due diligence, in the unincorporated areas of Gadsden County. However, they have submitted their own proposed Fire and Rescue Agreement to Gadsden County.

Attachment A represents the agreement that has been approved by the Board for the other four municipalities and Attachment B represents the agreement as presented by the Town of Havana.

Analysis:

The Interlocal Fire and Rescue Services Agreements shall remain in force for a period of (3) three years, beginning April 2, 2024, through September 30, 2027.

Fiscal Impact:

The fiscal impact is contingent on the Board's contract option approval.

Options:

1. Approve the Interlocal Fire and Rescue Service Agreement “A” provided by Gadsden County, Florida and authorize the Chairman to sign all related documents.
2. Approve the Interlocal Fire and Rescue Service Agreement “B” provided by the Town of Havana, Florida and authorize the Chairman to sign all related documents.
3. Board direction.

County Administrator’s Recommendation

Option 1. Recommends current contract provided to all cities in an effort to provide parity and mutual benefit.

Attachment:

- Interlocal Fire and Rescue Service Agreement “A” Provided by Gadsden County, Florida.
- Interlocal Fire and Rescue Service Agreement “B” Provided by the Town of Havana, Florida.

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

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the 2nd day of April 2024 by and between:

- a. The Town of Havana, Florida a Florida Municipal Corporation created and existing under the laws of the State of Florida (hereinafter referred to as the “Town of Havana” or “Havana” and collectively as the “Municipalities”); and

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 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 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 30th 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.

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 on 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. The department must contact county fire chief for 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 March 5th, 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 four (4) months' written notice of intent to terminate. The County 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 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 HAVANA, FLORIDA

GADSDEN COUNTY, FLORIDA

Mayor, Town of Havana
Commissioners

Chairperson, Gadsden County
Board of County Commissioners

ATTEST:

ATTEST:

Town Clerk

Clerk of Court

Kendrah Wilkerson, Town Manager
S. Recna Alexander, Town Clerk



P.O. Box 1068
Havana, Florida 32333-1068
Phone: (850) 539-2820

February 20, 2024

Gadsden County Board of County Commissioners
Attn: Ron Green, Chair
9-B East Jefferson Street
Quincy, FL 32353

Re: FY24 Fire Contract

Dear Commissioner Green,

The Havana Volunteer Fire Department was established in 1930 to provide fire protection for Havana and the surrounding areas. Our volunteer fire fighters are the backbone of this service and have taken care of Havana and the nearby unincorporated areas for the last 94 years.

Recently the County initiated a yard sign campaign to encourage residents to join their local volunteer fire departments to help with our collective fire service crisis. Though Havana does not have an abundance of funding, we do have the extreme good fortune to be a community strong in volunteerism. In 2023, five new members join our department. In 2024, we added nine more members, most of which are Town employees. HVFD now has 26 members on our roster, 7 of which are certified. Two more members are 90% through the certification process and an additional 10 have committed to start the certification process this month. Havana is doing everything possible to recruit and train volunteers to support our collective fire protection initiatives.

In 2023, HVFD responded to 289 calls for service. Of those calls, 248 or 86% were in the unincorporated areas of Gadsden County. Based on the County's payment system, the reimbursement for calls for 2023 would have been **\$20,770**. Our call volume and volunteer response statistics reflect volunteerism with no anticipation of receiving a reimbursement stipend. With the proposed implementation of a stipend program, participation would likely increase.

Havana's FY2024 Fire Budget is \$89,385. Given that 86% of our calls are directly related to providing fire service in the unincorporated areas of Gadsden County, Havana has requested \$75,000 in operating costs, which is just slightly less than 86% of our budget.

Additionally, to sustain our volunteer department and be in a position to request ISO re-evaluation, HVFD requests a one-time payment of \$50,000 from County ARPA funding for the purchase of safety gear, fire hose, and other equipment required for ISO inspection. A list of items and their associated costs are attached.

There has been much discussion surrounding the county fire contracts, and a few options presented on which path is the best way forward. On February 13, Havana proposed a bilateral agreement during a pre-workshop discussion with Kris Hood. At that same meeting, Chief Hood responded with a multiparty agreement to include all municipalities. In turn, the municipalities responded by trying to collectively find common ground in the language of the agreement. As we all know, this created unnecessary confusion at the workshop and delayed presentation of the municipal contract, a delay which neither the County nor the Municipalities can afford.

To reduce confusion, Havana has included with this letter a contract that we believe is fair and which provides for continued fire protection for your unincorporated residents. It is based on the contract that the Commission has already approved for Quincy Fire Department and as such, we hope that it feels familiar and less confusing than the other documents up for discussion.

I am available to meet with the County Administrator or his designee, and any or all of the County Commission to discuss our concerns and how we may better assist the County in providing fire response to the unincorporated residents.

Sincerely,

Kendrah G. Wilkerson
Town Manager

Attachments:

Proposed Fire Contract
2023 Calls for Service
ISO Equipment List

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

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT (this “Agreement”) is effective the ___ day of February, 2024 by and between the Town of Havana, Florida, a municipal corporation created and existing under the law of the State of Florida (hereinafter referred to as the "Town of Havana" or the "Town") and Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), as follows:

WITNESSETH

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

WHEREAS, the Town 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 Town of Havana maintains a volunteer fire department (the “Department”) capable of providing fire and rescue service outside the Town of Havana’s corporate boundaries, and

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

WHEREAS, the Town of Havana and the County recognize that it would be beneficial to both parties to provide fire and rescue services utilizing their combined resources for the Town of Havana and unincorporated County in the immediate vicinity, which is defined as five (5) driving miles beyond Town boundaries, in each direction (the “Service Area”).

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. Automatic Aid. The Town of Havana shall be responsible for responding to incidents requiring response in the Service Area.
3. Mutual Aid. The Department will provide mutual aid fire and rescue service to all volunteer fire departments in all other incorporated and unincorporated areas of Gadsden County, as requested.

4. Incident Report. The Town of Havana shall provide a copy of the STATE OF FLORIDA fire incident report to the Fire Coordinator and the State Fire Marshal's Office with completed information within the time required by law following the report of a County fire incident.

5. Insurance. The County shall insure against liability for the Town's Department while providing fire and rescue service outside the corporate boundaries of the Town of Havana as described herein. By voluntarily maintaining such insurance the County is not assuming any liability for the acts or omissions by the Town of Havana or the Town's Department. The Town of Havana shall maintain liability insurance for the Town's Department while providing fire and rescue service within the corporate boundaries of the Town of Havana 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 claims directly related to any acts or omissions made or undertaken while providing fire services within the corporate boundaries of the Town of Havana.

6. 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 the Town's Department to respond to all fire and rescue calls within the Town and the service area as defined in Section 2, at no charge by the County to the Town of Havana. The Town of Havana shall be liable for routine maintenance and minor repairs, and all fuel.

All major repairs, which involve single-item costs exceeding \$1,000, shall be the responsibility of 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. The County will ensure that it has sufficient vehicles available at all times for the Town and the other fire departments with which it has made similar or identical commitments to.

7. Access to County Owned Vehicles. The Town of Havana agrees to provide reasonable access to all County equipment to County Fire/ Coordinator upon reasonable request, with twenty-four (24) hours' notice.

8. Submission of Call Logs. The Town of Havana hereby agrees that in order for its members to be eligible to participate in the stipend program, the submission of monthly call logs to the County's Fire Chief or his/her designee is a necessary prerequisite to payment.

9. 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 the Town of Havana. The parties agree that insurance coverage for all Department vehicles of the Town, will be the sole responsibility of the respective of the Town of Havana.

10. Community Outreach. The Town of Havana must conduct at least two (2) community involvement or outreach program events per year within the boundaries of Gadsden County. Each event shall be related to fire prevention, smoke alarm installation, career day or other fire-rescue related services. Such events shall be approved in advance by the County's Fire Chief, who shall not unreasonably withhold such approval.

11. Use of Funds. The Town of Havana agrees that funds received from the County under this Agreement shall be used for costs associated with providing fire and rescue services. Because there is a mutual benefit derived from using all available Town of Havana and County equipment and resources on fire and rescue services, the use of equipment and resources shall not be restricted by geographic boundaries.

12. Payment of Funds. Subject to funding, as set forth below, the County shall pay the Town of Havana a total of \$75,000 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 Town for each quarter. Any and all payments made by the County to the Town of Havana for the provision of fire and rescue services shall be used for expenses of the Town's Department and an accurate accounting of all funds is required. In order to receive payment, the Town shall submit to the County Fire Chief or his designee all call logs and associated data each quarter. Annually on October 1 of each year following the effective date of this contract, the total annual reimbursement will increase by 5%. As for any lapse of payments for calendar quarters or portions of calendar quarters between the expiration of the previous contract between the County and the Town for fire and rescue services and this Agreement, the County will make payment in full to the Town, at the rate specified in such previous contract, within 30 days of the effective date of this Agreement.

13. 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 is purchased with Gadsden funds paid outside of this contract shall be the property of Gadsden County. All such items and equipment shall be placed on County of Gadsden Inventory, as policy permits. Any equipment purchased using funds paid to the Town under this Contract shall be the property of the Town.

14. 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.

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

16. Effective Date. This Agreement shall be effective as of [REDACTED].

17. 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.

18. Expiration. This Agreement shall expire on the 30th day of September 2025, unless extended in writing by both parties or terminated earlier as set forth herein or extended by written agreement of the parties.

19. Termination. Either party may terminate this Agreement without cause by providing three (3) months' written notice of intent to terminate. Either party may terminate this Agreement for cause immediately without notice. In the event of termination, the Town shall have no obligation to render fire and rescue services in the unincorporated County, and the County shall not be responsible for payment of any amounts due for services rendered by the Town after termination.

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

21. 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. The Municipality reserves the right to immediately terminate all service upon learning that the County is unable to render payment.

22. 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.

23. No Assignment. This Agreement is not assignable.

24. No Third-Party Beneficiary. This Agreement is solely for the benefit of the County and the Town, 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.

25. Contractual Relationship. The relationship between the County and the Town is such that the Town shall be an independent contractor for all purposes. Neither the Town 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 Town and the County, or between the County and any other party, or cause the County or the Town to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Town or the County, respectively, or any other person or entity.

26. Indemnification; Hold Harmless. The Town expressly recognizes and agrees that it is solely responsible for the actions, omissions, maintenance and operation of the Town's Department, and the County shall have no liability or responsibility for any damages or injury that directly result from or are related to any failure or deficiency in the actions, omissions, maintenance, or operation of the Town's Department at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the Town 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 directly resulting from the actions, omissions, maintenance and operation of the Town's Department. The County's responsibility under this Agreement is limited solely to the payment of funds, provision of equipment and vehicles, coordination and services, 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 the Town's Department at any time during the term of this Agreement or thereafter. The indemnity obligations of the Town 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, neither party intends and in no way waives any sovereign immunity rights that it possesses.

27. 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.

28. Disputes. Any and all disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be provided to the County Administrator for resolution. If an agreement acceptable to both parties cannot be reached, the matter shall be brought to the County Commission. All decisions of the County Commission shall be final, except that either party may seek a remedy at law or in equity before a court having jurisdiction over this Agreement and disputes related thereto.

29. Records. The Town of Havana shall maintain financial records of expenditures of the Department within guidelines of the State of Florida Uniform Accounting System for Local Governments, and shall by 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.

30. Stipend Program. The County shall establish a pay-per-call stipend for all volunteers listed on the Department's roster who respond to calls in the unincorporated areas of the County in the Service Area and otherwise, including as provided in section 3 hereof. Non-certified firefighters listed on the Town's Department roster will receive \$20.00 per fire response and \$30.00 for certified responders. The stipend is to be paid quarterly. The County will provide the Department with a set amount of funding for the stipend program with a maximum of \$25,000 annually. The Town's Department shall be responsible for submitting backup data to the County Fire Chief. Additionally, the Town shall be responsible for 50% of the stipend if a call is located within its own municipal boundaries. The County shall cover the additional 50% up to a maximum of \$5,000 annually. In order to receive reimbursement for stipends paid by the Town's 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". Notwithstanding the foregoing in this section 30, if a firefighter who is also an employee of the Town responds to a call, and otherwise under this provision earns a stipend during a period of time when that firefighter is being paid by the Town (i.e., the firefighter is on the clock), then the Town may retain such stipend amount paid by the County for reimbursement of the Town's expenses.

31. Training Programs.

- a. The County will provide in-house EVOC, Fire 1 certification training, and Emergency Medical Responder training at no cost to the Department.
- 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 with the Town of Havana or any other organized fire department in Gadsden County for three (3) years.
- c. **For the Town's Department and other fire departments that wish to train together**, the County will coordinate and provide for monthly training.

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.

The 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.

- e. 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.

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

Approved as to Form

Approved as to Form

Town Attorney

County Attorney

TOWN OF HAVANA, FLORIDA

GADSDEN COUNTY, FLORIDA

Mayor, Town of Havana

Chairperson, Gadsden County Board of
County Commissioners

ATTEST:

ATTEST:

Town Clerk

Clerk of Court

**Havana Volunteer Fire Department
Annual Call Summary
CY - 2023**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Havana Calls	4	5	7	3	0	1	12	0	2	2	4	1	41
# Cert	3	4	9	1	0	0	9	0	1	2	2	0	31
# Non-Cert	8	16	15	9	0	3	23	0	5	5	11	2	97
	\$ 170	\$ 280	\$ 420	\$ 120	\$ -	\$ 30	\$ 450	\$ -	\$ 80	\$ 110	\$ 170	\$ 20	\$ 1,850
County Calls	22	18	21	27	14	17	22	20	18	20	27	22	248
# Cert	15	19	16	28	11	13	24	20	20	16	14	16	212
# Non-Cert	47	39	51	67	33	40	57	50	40	57	76	71	628
	\$ 1,390	\$ 1,350	\$ 1,500	\$ 2,180	\$ 990	\$ 1,190	\$ 1,860	\$ 1,600	\$ 1,400	\$ 1,620	\$ 1,940	\$ 1,900	\$ 18,920
Reimbursement	QTR 2 \$ 5,110			QTR 3 \$ 4,510			QTR 4 \$ 5,390			QTR 1 \$ 5,760			\$ 20,770

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Total Calls	26	23	28	30	14	18	34	20	20	22	31	23	289
Structure	2	1	2	0	0	0	1	0	4	1	0	0	11
Vehicle	1	1	2	0	0	0	1	1	0	0	1	0	7
Brush	7	3	1	1	5	2	1	1	1	1	2	0	25
Explosion	0	0	0	0	0	0	0	0	0	0	0	0	0
MV Accident	6	3	7	5	1	4	3	6	5	6	10	7	63
Vehicle Accident	0	0	0	0	0	0	0	0	0	0	0	0	0
Rescue	0	0	0	1	1	0	1	0	0	0	0	0	3
EMS - BLS	3	5	1	4	4	1	8	3	6	1	6	5	47
Hazardous Conditions	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Call	2	6	3	2	0	3	8	2	1	4	3	6	40
Good Intent	0	0	0	0	0	0	0	0	0	0	1	1	2
False Alarm	4	3	11	10	3	2	7	4	3	8	8	3	66
Severe Weather	1	1	1	7	0	6	4	3	0	1	0	1	25
Special Incident	0	0	0	0	0	0	0	0	0	0	0	0	0

County Reimbursement

	Havana	County	Total
January	\$ 170	\$ 1,390	\$ 1,560
February	\$ 280	\$ 1,350	\$ 1,630
March	\$ 420	\$ 1,500	\$ 1,920
	\$ 870	\$ 4,240	\$ 5,110
April	\$ 120	\$ 2,180	\$ 2,300
May	\$ -	\$ 990	\$ 990
June	\$ 30	\$ 1,190	\$ 1,220
	\$ 150	\$ 4,360	\$ 4,510
July	\$ 450	\$ 1,860	\$ 2,310
August	\$ -	\$ 1,600	\$ 1,600
September	\$ 80	\$ 1,400	\$ 1,480
	\$ 530	\$ 4,860	\$ 5,390
October	\$ 110	\$ 1,620	\$ 1,730
November	\$ 170	\$ 1,940	\$ 2,110
December	\$ 20	\$ 1,900	\$ 1,920
	\$ 300	\$ 5,460	\$ 5,760
Total	\$ 1,850	\$ 18,920	\$ 20,770

Havana Calls	41	14%
County Calls	248	86%
	289	100%

Town of Havana

FY23 - Fire Equipment List - Items needed for ISO

	Qty	Price Per	Total
Bunker Gear	4	\$ 5,500.00	\$ 22,000.00
Radio	4	\$ 1,200.00	\$ 4,800.00
BA Mask (certified only)	4	\$ 500.00	\$ 2,000.00
SCBA w / tank (certified only)	4	\$ 2,500.00	\$ 10,000.00
			\$ 38,800.00
Hose 2.5" 50' each	4	\$ 297.00	\$ 1,188.00
Hose 2.5" 50' (Pack of 10)	2	\$ 2,722.10	\$ 5,444.20
Hose 2.5" 15' ea	2	\$ 191.72	\$ 383.44
Hard Suction Hose 2" (20')	2	\$ 194.38	\$ 388.76
Salvage Cover (Tarp) 12'x14'	4	\$ 240.00	\$ 960.00
Electric Handlight (flashlight)	4	\$ 25.00	\$ 100.00
Hose Clamp 2.5"	2	\$ 237.00	\$ 474.00
Hydrant hose gate valve	2	\$ 233.00	\$ 466.00
Aluminum 2.5" NW x 2 1.5" Outlet	2	\$ 400.00	\$ 800.00
			\$ 10,204.40
<hr/>			
		Total	\$ 49,004.40



BOARD OF COUNTY COMMISSIONERS

9-B East Jefferson Street / P. O. Box 1799 · Quincy, Florida 32353
OFFICE: (850) 875-8650 · FAX: (850) 875-8655 · www.GadsdenCountyFl.gov

February 26, 2024

TO: GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
COUNTY ADMINISTRATOR, EDWARD J. DIXON

FROM: CHIEF, KRIS HOOD
FIRE COORDINATOR, ANDRE WALKER

SUBJECT: INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT STANDARDIZATION

I am writing to address a crucial matter concerning Interlocal Fire and Rescue Agreements within our county. It is imperative that we take the necessary steps to standardize fire contracts across all departments to uphold principles of fairness, unity, and reliability within our fire service.

Standardizing fire contracts is paramount in establishing clear guidelines, expectations, and protocols that must be uniformly followed by all fire departments. This standardization streamlines operations and ensures consistent levels of accountability and service quality across the board, fostering efficiency and effectiveness.

The failure to implement standardized fire contracts poses significant risks. It not only perpetuates a divisive system within the firefighting community but also fosters perceptions of inequality, favoritism, and unfairness among departments.

The lack of standardization in fire contracts represents a setback regressing 50 years in the county's fire service evolution. Past reluctance to standardize contracts has contributed to the challenges and setbacks our fire service faces today.

Therefore, it is imperative that we align and standardize all fire contracts to ensure each department operates on equitable terms, adheres to best practices, and upholds the highest standards of service to safeguard our community effectively.

I urge you to prioritize this matter and take decisive action to implement standardized fire contracts promptly. Doing so will not only promote fairness and unity but also demonstrate our collective commitment to enhancing the welfare and safety of our community.

Thank you for your attention to this critical issue. I look forward to your proactive response and collaboration in addressing this concern.

Sincerely,

Kris Hood

Andre Walker