

INTERLOCAL AGREEMENT

(FIRE PROTECTION)

THIS AGREEMENT is entered into this November 10, 2020 by and between the BOARD OF COUNTY COMMISSIONERS OF JACKSON COUNTY, FLORIDA, referred to herein as the County, and MARIANNA Fire Rescue referred to herein as the Local Fire Department for the purposes herein expressed.

WHEREAS, the Local Fire Department is the owner and operator of certain firefighting equipment and a firefighting force primarily used within the limits of the Local Fire Department, and has in the past provided firefighting assistance to the adjacent unincorporated areas of Jackson County; and

WHEREAS, it is in the best interest of the residents of the unincorporated areas near the Local Fire Department and the Local Fire Department that the Local Fire Department extend its fire protection to certain unincorporated areas adjacent to the Local Fire Department, as indicated on the attached EXHIBIT A, and that the Local Fire Department undertake to provide fire service within those unincorporated areas, in accordance with the terms of this agreement; and

WHEREAS, entry into the mutual obligations and responsibilities referred to herein by the County and the Local Fire Department will represent a substantial and meaningful interaction and cooperation between the two in providing of efficient and cost-effective service to the residents and taxpayers of the Local Fire Department and County; and

WHEREAS, the parties have previously entered into their interlocal agreement regarding fire protection, which prior agreement is superseded by this contract;

IT IS THEREFORE agreed by the parties that:

1. The Local Fire Department will be available (as it is able) to and will provide (jointly in the County) emergency fire protection services and requests for assistance for CPR in Progress to the unincorporated areas in the County which are more particularly outlined on the attached EXHIBIT A. The County will continue to provide fire service to the unincorporated areas of Jackson County, and will be available (as it is able) to and will provide fire protection services to areas within the Local Fire Department.
2. The regular term of this agreement shall be one (1) year, commencing on October 01 of each year and ending on September 30; PROVIDED that the contract shall be deemed to be automatically extended for additional yearly terms in the absence of written notice

otherwise from either of the parties. Either party shall be entitled to cancel all provisions of this agreement, effective upon the termination of the yearly term, upon written notice mailed or hand-delivered to the governing body of the other party at least one hundred ten (110) days prior to the end of the renewal term. The initial term of this contract shall be October 01, 2020 through September 30, 2021.

3. The County shall contribute the Local Fire Department the sum of **\$52,000** for each yearly term of the contract (including for the initial partial yearly term). That amount may be adjusted yearly after the initial term; by agreement of the parties at least one hundred twenty (120) days prior to the end of the yearly term, but at no time shall the amount be less than that provided for in paragraph 3 above. Said monies shall be used exclusively to enhance the firefighting capabilities of the Local Fire Department's force, either by the purchase of equipment from the list of acceptable equipment provided by the County to the Local Fire Department or by the payment of recurring departmental expenses. The Local Fire Department shall not during the terms of this agreement, reduce its total expenditures (from Municipal revenue sources other than these monies) for fire protection beneath the levels reflected in its prior fiscal year budget (for budget items other than capital outlay for the new station). The Local Fire Department shall further maintain such staffing, organization, training, and equipment as shall be necessary to maintain its current ISO rating (as of the date of execution of this agreement).
4. The Local Fire Department and the County each commits to use its best effort to respond to fire calls within the unincorporated response area shown on the attached EXHIBIT A (subject to priority of calls within their respective areas of responsibility, to equipment malfunction, and to acts of God). However, neither the Local Fire Department nor the County makes any warranty or representation regarding the providing of firefighting services to the general public, and the promises and commitments contained herein shall be deemed made and extended solely to the County and the Local Fire Department, respectively. It is the intent of the parties hereto that neither party is extending or assuming any liability or obligation to the general public with respect to firefighting responsibility, other than those liabilities or obligations already in effect prior to the execution and undertaking of this agreement.
5. In order to aid the parties in the efficient administration and providing of firefighting services and to develop an effective back-up call system, the Local Fire Department shall notify the County of all fire calls received or made by municipal firefighting force (both inside of city limits and in unincorporated areas), as soon as the call is received. Should the Local Fire Department's execution of the Agreement adversely affect its ISO rating within the Local Fire Department, the Local Fire Department may, at its option, terminate this Agreement by returning to the County the unearned pro rate portion of the monies referred to in Paragraph 3 above.

6. This writing constitutes the entire agreement of the parties with respect to the subject matter, and there are no promises, warranties, or representations other than those contained herein. All prior agreements between the parties with respect to fire protection in the incorporated or unincorporated areas are hereby superseded and amended. By entering into this agreement, neither party intends to or shall be deemed to have waived immunity under applicable law (including, but not limited to, sovereign immunity). There are no intended third party beneficiaries of the agreement, and no person, form, or company not a party hereto shall have any rights hereunder.

EXECUTED the date first above written.

Local Fire Department

By:

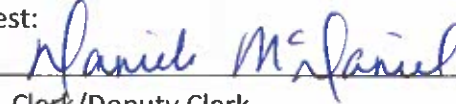
BOARD OF COUNTY COMMISSIONERS
JACKSON COUNTY, FLORIDA

By:



Honorable Clint Pate, Chairman

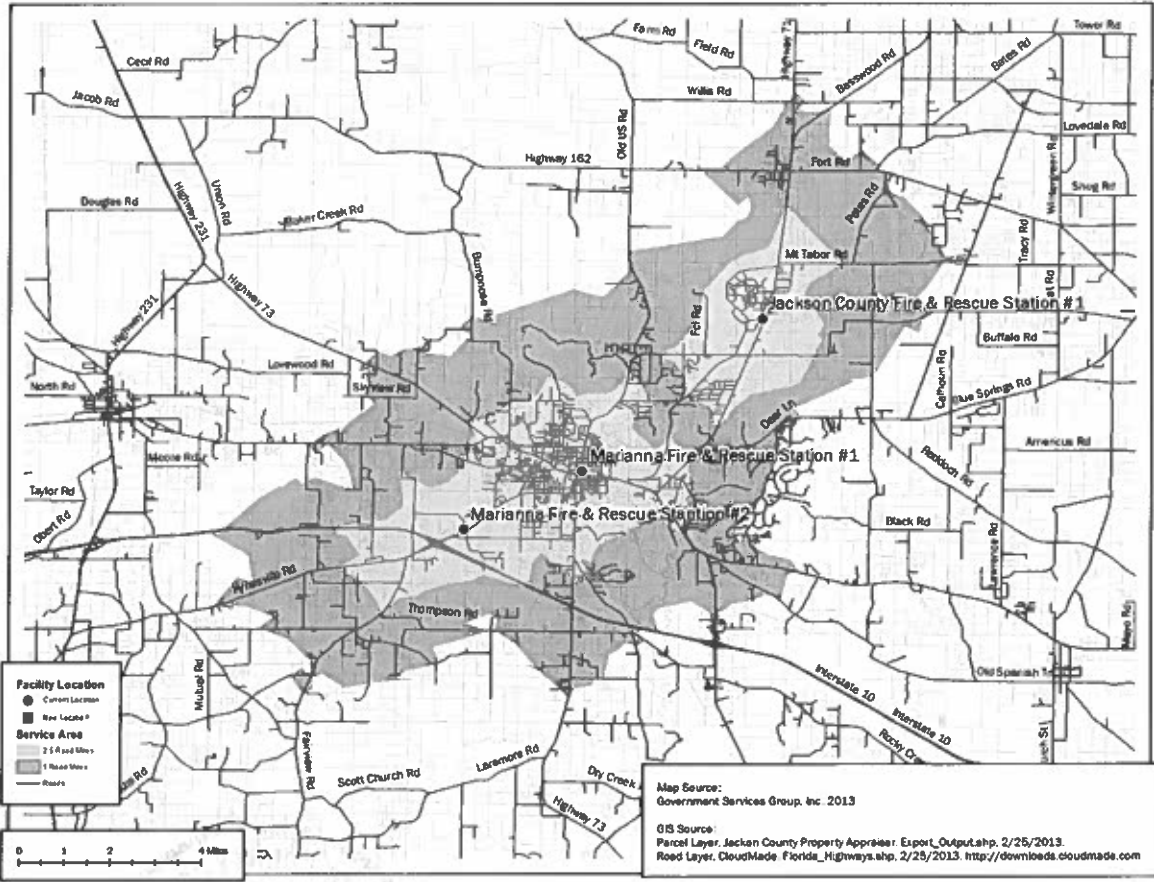
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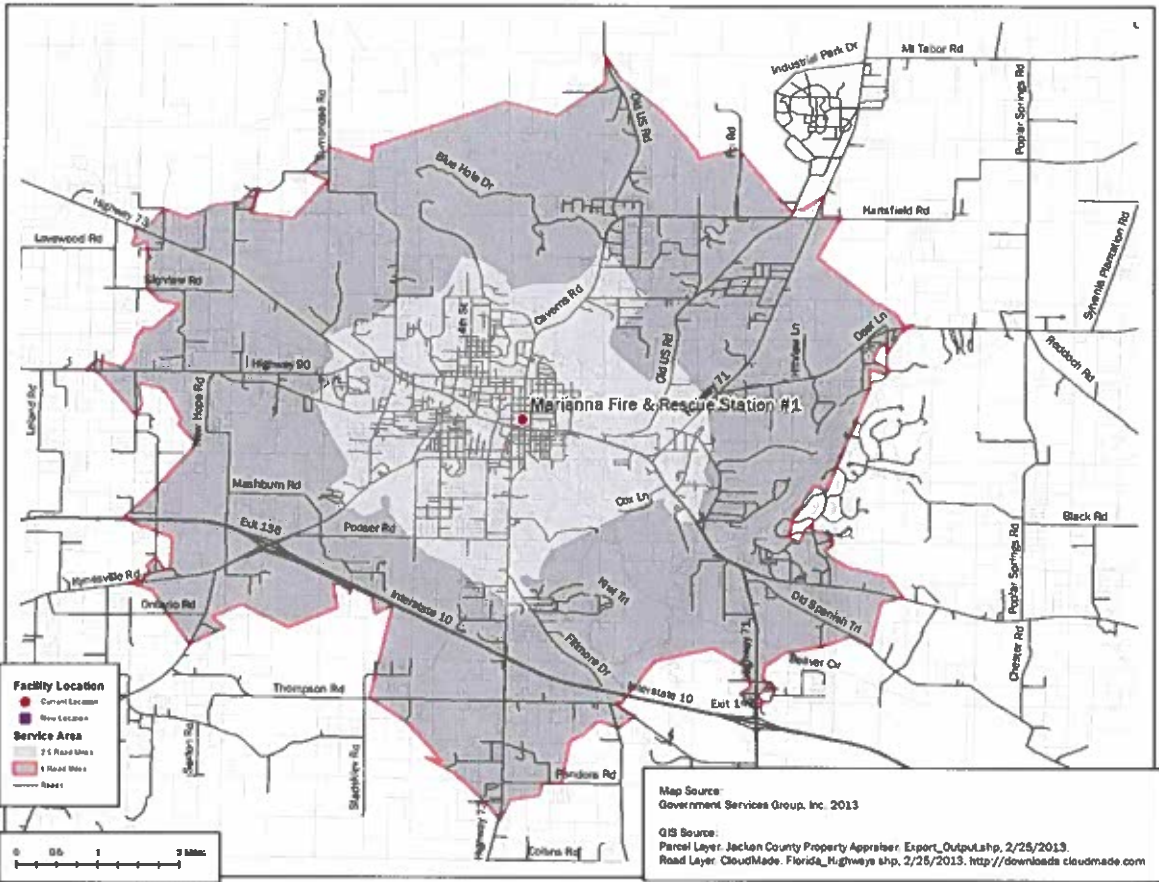


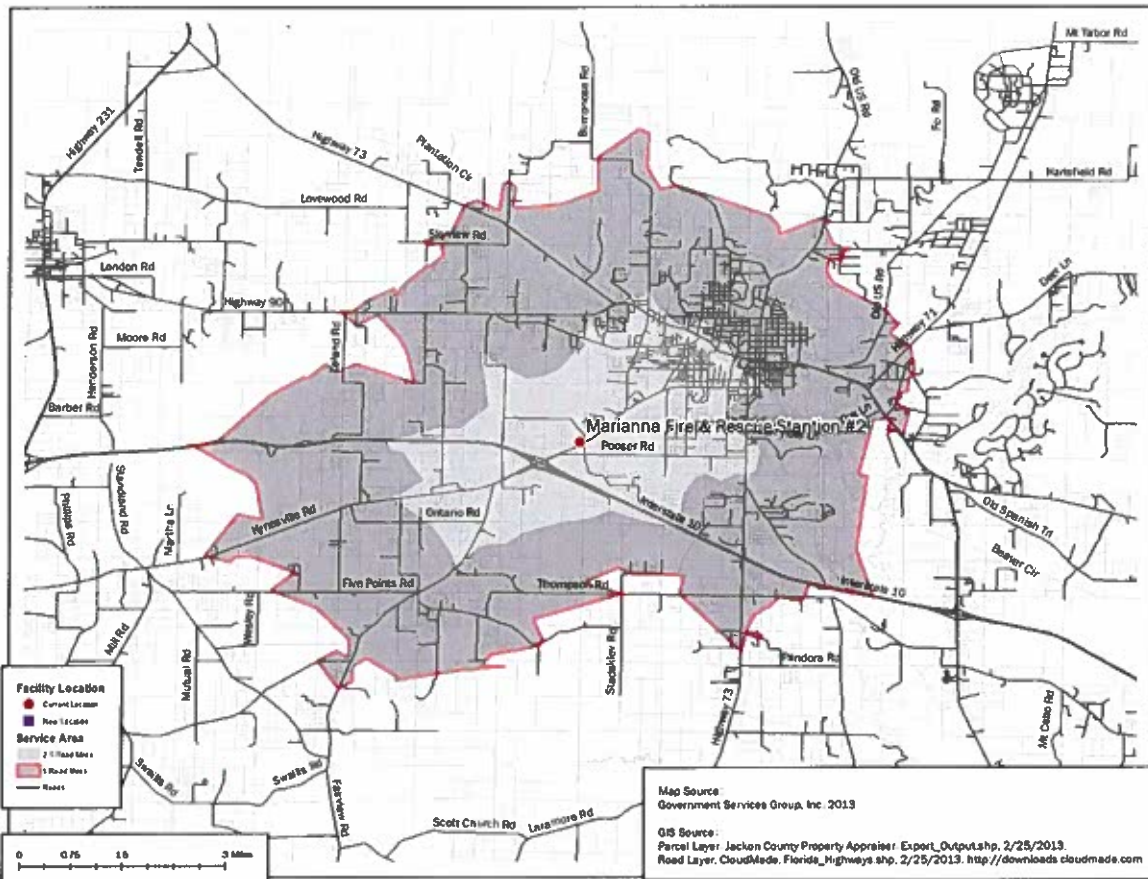
Clerk/Deputy Clerk



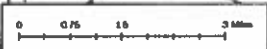
EXHIBIT A







Facility Location
 ● Current Location
 ■ Fire Station
Service Area
 2 Mile Radius
 5 Mile Radius
 — Roads



Map Source:
 Government Services Group, Inc. 2013
 GIS Source:
 Parcel Layer: Jackson County Property Appraiser: Export_Output.shp, 2/25/2013.
 Road Layer: CloudMade, Florida_Highways.shp, 2/25/2013. <http://downloads.cloudmade.com>