

RESOLUTION NUMBER 2025-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR FIRE INSPECTOR SERVICES BETWEEN THE CITY OF WILLISTON AND LEVY COUNTY; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Chapters 125, 163, and 166, Florida Statutes, the parties hereto have the common power to perform municipal services within their jurisdictional limits; and

WHEREAS, Levy County is desirous of contracting with the City of Williston for certain services to be performed within the county limits; and

WHEREAS, the City of Williston is agreeable to rendering such services under the terms and conditions set forth in the Interlocal Agreement attached as Exhibit A; and

WHEREAS, the Interlocal Agreement is authorized by the provisions of Chapter 163, Part I, Florida Statutes; and

WHEREAS, the City Council of the City of Williston has determined that a public purpose will be served and the interests of its citizens and residents advanced by entering into the Interlocal Agreement attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

Section 2. The City Council hereby approves the Interlocal Agreement, attached hereto and incorporated herein as Exhibit A.

Section 3. The City Council President is hereby authorized to execute on behalf of the City such documents as are required to execute the Interlocal Agreement.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this 7th day of October, 2025.

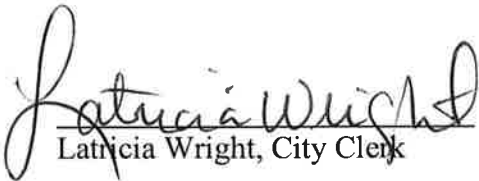
CITY OF WILLISTON, FLORIDA

BY:

A handwritten signature in black ink, appearing to read "Darfeness Hinds", written over a horizontal line.

Darfeness Hinds, City Council President

**Attest, By the Clerk of the
City Council of the
City of Williston Florida:**

A handwritten signature in black ink, appearing to read "Laticia Wright", written over a horizontal line.

Laticia Wright, City Clerk

Approved as to Form and Legality:

A handwritten signature in black ink, appearing to read "S. Scott Walker", written over a horizontal line.

S. Scott Walker, City Attorney or
Kiersten N. Ballou, City Attorney

INTERLOCAL AGREEMENT FOR FIRE INSPECTION SERVICES

THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between **LEVY COUNTY**, a political subdivision of the State of Florida (the "County") and the **CITY OF WILLISTON**, a municipal corporation of the State of Florida (the "City"). The County and City are collectively referred to as the "Parties," and individually as a "Party."

WHEREAS, pursuant to Chapters 125, 163 and 166, Florida Statutes, each Party is vested with the power and authority to provide governmental services within their respective jurisdictional limits;

WHEREAS, Section 163.01, Florida Statutes, authorizes governmental entities to cooperate and make the most efficient use of their powers by entering into Interlocal Agreements for the provision of governmental services on a basis of mutual advantage;

WHEREAS, the County desires to contract with the City for certain governmental services to be performed by the City for the benefit of the County; and

WHEREAS, the City has the capacity to and is willing to provide the services for the County, eliminating the need for the County to employ or contract with persons to perform those services.

NOW, THEREFORE, in exchange of consideration acknowledged hereby, the parties agree as follows:

1. **JURISDICTION.** This Agreement shall cover both the unincorporated area of the County and any incorporated area of the County in which the County has building and fire inspection responsibilities.

2. **SCOPE OF SERVICES; APPOINTMENT OF INTERIM COUNTY FIRE INSPECTOR.** The City agrees to provide the following services, at the request of the County. Such services will be provided by the City's licensed Fire Inspector who, for the limited purposes of this Agreement, is hereby appointed and designated as the Interim County Fire Inspector.

- A. Review building plans to determine compliance with the Florida Fire Prevention Code, and other applicable Life Safety codes.
- B. Perform annual Fire and Life Safety inspections for required facilities upon request.

- C. Perform Fire and Life Safety inspections for all change of use and change of occupancy of commercial buildings. The County retains the authority to issue a certificate of occupancy, at which time, it may make additional inspections for compliance with Florida Building Code and County requirements and collect any additional fees due.
- D. Inspection of Fire and Life Safety Code Violation complaints, and providing assistance to the County in the event it takes enforcement action.

3. LEVEL OF SERVICE. The level of service provided to the County shall be the same level of service that is provided by the City within its jurisdictional limits. The City Fire Inspector is responsible for interpreting and enforcing the Florida Fire Prevention and Life Safety Code in the course of providing services pursuant to this Agreement.

4. COMPENSATION. The County will compensate the City for services performed by its Fire Inspector pursuant to this Agreement at the rate of \$65.00 per hour. The City will invoice the County on a monthly basis, on or before the 15th of each month following the month that services were rendered.

5. RECORDS. The City will maintain records, as required by State law, of all services performed by the City pursuant to this Agreement. Said records shall be available for inspection and copying upon request of the County

6. LIABILITY.

- A. Neither Party, nor any of its respective officers, agents or employees, will be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the other Party or any of its officers, agents or employees.
- B. The City is solely responsible for the rendition of services by, standards of performance, control and discipline of City officers and employees, and other matters incidental to its performance of services pursuant to this Agreement. The County assumes no liability for the payment of salary, wages, other compensation or benefits to officers, agents or employees of the City performing services hereunder for the County, nor any other liability except as provided in this Agreement.

7. SOVERIGN IMMUNITY. The Parties hereby incorporate Sections 768.28 Florida Statutes, other Florida Statutes and the common law governing sovereign immunity to the fullest extent possible. The Parties intend that the each shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of

sovereign immunity or by operation of law.

8. TERM OF AGREEMENT; TERMINATION. The term of this Agreement shall begin on the date of filing with the Clerk of the Circuit Court of Levy County and shall continue until terminated by either party. Either party may terminate this Agreement by providing written notice, 30 calendar days in advance of the date of termination, to the other party.

9. NOTICES. All notices required under this Agreement to be delivered to a party shall be directed to the party at the following address:

For the County: County Manager
 310 School Street, Suite 112
 Bronson, FL 32621

For the City: City Manager
 50 NW Main Street
 Williston, FL 32696

10. COOPERATION. The Parties agree to cooperate with each other throughout the term of this Agreement in order to facilitate the efficient and effective provision of services as contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have caused their names and signatures to be affixed hereto by their authorized officers.

**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**

ATTEST: Clerk of the Circuit Court
And Ex-Officio Clerk to the Board

Desiree Mills, Chair

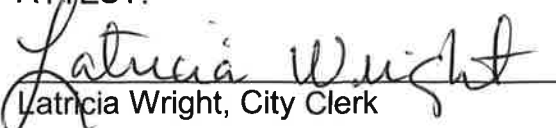
Matt Brooks, Clerk

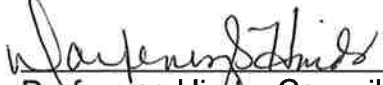
Approved as to form and legal sufficiency

Nicolle Shalley, County Attorney

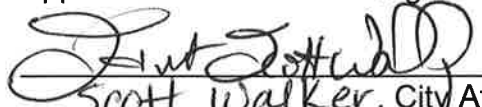
CITY OF WILLISTON

ATTEST:


Latricia Wright, City Clerk


Darfeness Hinds, Council President

Approved as to form and legal sufficiency


Scott Walker, City Attorney