

AMENDMENT 3

This **AMENDMENT 3** is made and entered into this __ day of _____, 2021, by and between LEVY COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the CITY OF WILLISTON, a political subdivision of the State of Florida (hereinafter called the "City" or "City of Williston").

WITNESSETH:

WHEREAS, the County and the City entered into an Agreement dated May 2, 2006, pursuant to which the City currently provides fire protection services within a fire district designated by the County and the Levy County Fire Advisory Board as Fire District #10 (herein "May 2, 2006 Agreement"); and

WHEREAS, the May 2, 2006 Agreement was amended by an Amendment to Agreement dated January 16, 2007, and further amended by Amendment 2 dated November 3, 2015 which Amendment 2 expanded the area for the City to provide fire protection services in the unincorporated area to include Fire District #10 plus an additional coverage area described on Exhibit "A" attached to such Amendment 2 (the May 2, 2006 Agreement, as amended by the January 16, 2007 Amendment to Agreement and the November 3, 2015 Amendment 2, are hereinafter collectively referred to as "Initial Agreement"); and

WHEREAS, in addition to fire protection services in the various fire districts, the County occasionally desires to acquire assistance from municipalities to provide fire protection services that do not constitute mutual or automatic aid for fire districts in the County that are or have been traditionally provided fire protection services through County staff at County fire stations; and

WHEREAS, the parties desire that the City continue to provide fire protection services for Fire District #10 and the additional coverage area as provided in the Initial Agreement, and that the City provide certain fire protection services that do not constitute mutual or automatic aid for the fire districts designated by the County and the Levy County Fire Advisory Board as Fire District #11 and the portion of Fire District #15 that does not include the additional coverage area, which are currently served by Levy County Fire

Station 11 (such Fire District #11 and portion of Fire District #15 that does not include the additional coverage area shall be referred to herein as "Fire District #11/15"); and

WHEREAS, the County deems it to be in the best interest and for the health, safety and welfare of the citizens of the County to use the services of the City in furnishing fire protection services for Fire District #11/15 as provided in this Amendment 3, in addition to the fire protection services currently provided by the City for Fire District #10 and the additional coverage area and mutual and automatic aid, as provided in the Initial Agreement; and

NOW, THEREFORE, based on the mutual covenants contained herein, the parties hereto agree as follows:

1. The parties agree that the foregoing recitals are true and correct and are incorporated in their entirety as terms and conditions of this Amendment 3 and the Initial Agreement.

2. The indicator in the opening paragraph of the May 2, 2006 Agreement that the City of Williston, a political subdivision of the State of Florida will be referred to as "City of Williston" will be amended to include the "City" as an additional reference term for the City of Williston, so that the terms "City of Williston" or "City" may be used throughout the Initial Agreement, as amended hereby, to refer to the City of Williston. Any change in reference from "City of Williston" to "City" in the changes to the Initial Agreement contained in this Amendment 3 will not be noted in stricken-through or underlined text.

3. Paragraph 1 of the Initial Agreement is hereby amended by making the existing full paragraph of Paragraph 1 being assigned a subparagraph designation of (a), and by adding subparagraphs (b) and (c) to read as follows:

(b) Beginning as of October 1, 2020, the City shall furnish to the best of its ability fire protection services to the citizens and property located within Fire District #11/15 at any time when Levy County Fire Station 11 is not staffed by COUNTY personnel or volunteers, provided that City has received a call to provide such services from the Office of the Levy County Sheriff, Communications Division (911 dispatch) or the City Police and Fire Communications Center, and provided further that the City is not otherwise required or expected to provide such services as mutual or automatic aid (such fire protection services to be provided by City for Fire District #11/15 that do not constitute mutual or automatic aid will be included in the term

“fire protection services” as the context indicates and may sometimes be referred to herein as the “Fire District #11/15 services”).

(c) The City will provide all personnel and firefighting vehicles and equipment, including but not limited to bunker gear, gloves, boots, helmets, SCBA's and any other personal protective equipment, as needed or required to perform the Fire District #11/15 services. While providing the Fire District #11/15 services, the City employees and volunteers, if any, will wear uniforms of the City fire department and will comply with uniform and grooming policies of the City.

4. Paragraph 2 of the Initial Agreement is hereby amended to read as follows (additions are shown as underlined; deletions shown as ~~stricken through~~):

2. (a) For each fiscal year (October 1 through the following September 30) of the initial or any renewal term of this Agreement, the County shall pay to the City the sum allocated to the City by the County in the County's final adopted budget for the applicable fiscal year for fire protection services provided by the City in Fire District #10 and the additional coverage area in the County's final adopted budget for the applicable fiscal year. The payments for fire protection services for Fire District #10 and the additional coverage area for each fiscal year shall be paid in four equal quarterly installments, with each quarterly payment to be made after submission by the City of a satisfactory quarterly report with all required documents. The City agrees to use said funds to offset the cost of providing fire protection services to the unincorporated areas of Fire District #10 and the additional coverage area and other areas as required under automatic or mutual aid agreements, except as otherwise provided herein.

(b) In the event the amount of assessments collected by the County under the assessment program exceeds the amount of such assessments provided for in the adopted County budget for the initial term or any fiscal year, thereby causing an amendment to such County budget, this Agreement shall be automatically amended to reflect any increased amount the County allocates to the City for fire protection services for Fire District #10 and the additional coverage area in such amended budget. The County also pledges to seek additional funds from all available sources throughout the initial and any renewal term of this Agreement in order to provide additional funding to the City for its fire protection services for Fire District #10 and the additional coverage area as provided ~~hereinunder~~. In the event additional funds become available to provide to the City, the parties will enter into an amendment to this Agreement.

(c) For the annual term beginning October 1, 2020 and ending September 30, 2021, the County shall pay to the City the sum of One

Hundred Seventy-Five Dollars (\$175) per call (or run) for Fire District #11/15 services that the City provides. Payment to the City for Fire District #11/15 services will continue for subsequent terms only in the event that the provisions for such services contained in this Agreement are extended by the parties.

(d) The County will make payment of the \$175 per call/run for Fire District #11/15 services provided by the City from October 1, 2021 through July 1, 2021 by July 30, 2021, provided that the City has provided to the County a report with all call or run information and any other information or documentation required by the County for the applicable time period. The County will make payments of the \$175 per call/run for the Fire District #11/15 services provided by the City after July 1, 2021 on a monthly basis, provided that the City has provided a monthly report to the County with all applicable call or run information, including date, address and City run number for each call or run, and any other information or documentation required by the County.

5. Paragraph 5 of the Initial Agreement is hereby amended to read as follows (additions are shown as underlined; deletions shown as ~~stricken through~~):

5. Funds from payments made by the COUNTY for fire protection services for Fire District #10 and the additional coverage area that are not utilized in a quarter may be carried over to the next quarter provided the amount and total in reserve is indicated on the quarterly report. Funds from such payments may be set aside into a holding account for a specific stated purpose (for example: truck replacement), provided that such purpose is approved by the COUNTY, and, provided further, that the set aside amount and the total accumulated amount are shown on the quarterly report. Expenditure of funds from such holding account for any purpose other than the originally stated purpose must be approved in advance by the COUNTY.

6. Paragraph 6 of the Initial Agreement is hereby amended to read as follows (additions are shown as underlined; deletions shown as ~~stricken through~~):

6. The CITY shall maintain its budget information and records for its fire department in such a manner as to determine a fair and equitable estimate of the expenditures related to fire protection services provided in Fire District #10, ~~and the additional coverage area, and Fire District #11/15,~~ separate from allocations and expenditures for its fire department within its CITY limits that are not part of any of the services provided under this Agreement. In addition, in the event the City assumes the duties of another fire department within the County for providing fire protection services in a district other than Fire District #10, ~~and the additional coverage area and~~ Fire District #11/15, the City shall maintain the budget information and

records for such other fire department in such a manner as to keep the allocations, expenditures, and records for fire protection services in such other fire district separate from the City's fire department budget, allocations, expenditures, and records.

7. Paragraph 9 of the Initial Agreement is hereby amended to read as follows (additions are shown as underlined; deletions shown as ~~stricken through~~):

9. The County and the City of Williston recognize the occasional need for automatic or mutual aid and agree that a request for aid by either party ~~should~~ will be responded to with any available resources. This includes responses both in and out of Fire District #10 and the additional coverage area and Fire District #11/15 as well as County incidents.

8. Paragraph 14 of the Initial Agreement is hereby amended to read as follows (additions are shown as underlined; deletions shown as ~~stricken through~~):

14. (a) For purposes of the City providing fire protection services for Fire District #10, the ~~The~~ term of this Agreement shall begin on October 1, 2005, and shall expire on September 30, 2006. On October 1, 2006, and each successive October 1 thereafter, this Agreement shall renew for additional annual terms, unless otherwise terminated in accordance with this paragraph. For purposes of the City providing fire protection services for the additional coverage area, those fire protection services will be considered as added for the annual term beginning on October 1, 2015, and will continue with each successive annual renewal of the term provided in this paragraph 14(a).

(b) For purposes of the City providing Fire District #11/15 services, the term of the requirement for the City to provide such Fire District #11/15 services in accordance with paragraph 2(c) hereof and the County's payment therefor in accordance with paragraph 2(d) hereof shall begin on October 1, 2020, and shall expire on September 30, 2021. This term provided in this paragraph 14(b) may be extended for successive six-month terms upon the mutual written agreement by both parties. The County Coordinator will have the authority to agree to six-month extensions on behalf of the County; the City Manager will have the authority to agree to six-month extensions on behalf of the City. In the event there are no extensions pursuant to this paragraph 14(b), then the obligations of the City to provide automatic or mutual aid pursuant to this Agreement will apply.

(c) Either party may terminate this Agreement prior to the expiration of the then applicable ~~annual~~ term upon thirty (30) days' written notice to the other party of the intent to terminate. The party providing notice will include reference to whether the intent to terminate applies to the annual

term provided in paragraph 14(a), or the term provided in paragraph 14(b), or both.

9. A new Paragraph 23 will be added to the Initial Agreement to read as follows:

23. The CITY will comply with all requirements allowed by law which are related to public records imposed upon a contractor (as that term is defined in Section 119.0701(1)(a), Florida Statutes) pursuant to section 119.0701, Florida Statutes.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218
EMAIL: LEVYBOCC@LEVYCOUNTY.ORG
MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the dates indicated below each party's signature.

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

John Meeks, Chairman

Date: _____

**ATTEST: CLERK OF THE CIRCUIT
COURT AND EX OFFICIO CLERK
TO THE BOARD**

Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney

CITY OF WILLISTON

Jerry Robinson, Mayor

Date: _____

ATTEST:

Latricia Wright, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Frederick Koberlein, City Attorney

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LR2020-082; GR 39-012