

INTERLOCAL AGREEMENT FOR FIRE MARSHAL SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this ____ day of February, 2019 (the "Effective Date"), by and between the **Village of Indiantown**, a municipal corporation chartered under the laws of the State of Florida, (hereinafter referred to as the "Village") and **Martin County**, a political subdivision of the State of Florida, (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to the Florida Interlocal Cooperation Act of 1969, the County and the Village have the power and authority to enter into an interlocal agreement for the purposes of delineating policies, procedures, and actions with respect to the County's provision of Fire Marshal Services, as herein defined, within the Village's corporate limits; and

WHEREAS, pursuant to the requirement of Section 125.01(1)(q), Florida Statutes, and the procedures of Section 166.041, Florida Statutes, the Village has already adopted Ordinance No. 001 (2018) consenting to the inclusion of all of the Village in the Fire-Rescue Municipal Services Benefit Unit (MSBU) for the purposes described therein for the term of the special assessment; and

WHEREAS, the Village and the County have entered into an interlocal agreement dated September 27, 2018, for the provision of fire rescue services within the Village boundaries, which encompassed services identical to those funded by the Martin County Fire Rescue MSTU; and

WHEREAS, Fire Marshal Services, as herein defined, are not encompassed within the services covered by the foregoing Interlocal Agreement, thus necessitating a further interlocal agreement for the provision of such services by the County within the Village boundary.

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NOW, THEREFORE, the parties hereto hereby agree as follows:

- 1.0 **Recitals.** The recitals above are true and correct and hereby incorporated into and made a part hereof.
- 2.0 **Authority.** The authority to enter into this Agreement is pursuant to Chapter 163, Florida Statutes.
- 3.0 **General Purpose.** The Village and the County are entering into this Interlocal Agreement to set forth the rights and responsibilities concerning the provision of Fire Marshal Services, as herein defined, by the County to the Village within the Village boundary.
- 4.0 **Fire Marshal Services.**

4.1 Definitions

- (a) "Fire Safety Inspections and Plan Review Services" shall mean the inspection or examination of non-residential or multifamily residential structures for the purpose of determining compliance with applicable fire and life safety codes, state hazardous material regulations or for effective fire suppression efforts, new business tax receipts inspections or life-safety inspections, with such services to be provided pursuant to the Florida Fire Prevention Code (as defined in Section 633.0215, Florida Statutes).
- (b) "Fire Arson Investigative Services" shall mean Martin County Fire Prevention will conduct initial fire origin and cause determinations. If the initial investigation indicates that a fire was intentionally set, the criminal investigation and prosecution will be conducted by the State Fire Marshal's office.
- (c) "Fire Marshal Services" shall mean the provision of Fire Safety Inspections and Plan Review Services, Fire Arson Investigative Services, and all other services attendant to the office of "Fire Marshal" pursuant to Florida law.

4.2 The County agrees to provide Fire Marshal Services within the Village, beginning upon the effective date of this Agreement. In the provision of Fire Marshal Services within the Village, the County is hereby authorized to charge

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the same fees, provide the same service, and utilize the same process as is utilized by the County within unincorporated Martin County, following the County's Code and regulations for such services.

4.3 With respect to the provision of Fire Arson Investigative Services within the Village, and the provision of any other Fire Marshal Services within the Village as to which there is not an applicant to charge a fee, the Village shall reimburse the County for the provision of such services at the County's applicable hourly rates set forth in the County's adopted fee schedule, or if not provided for in such fee schedule, the Village shall reimburse the County for its actual costs. Further, in the event the County, after three diligent attempts, is unable to recover a fee or costs due from an applicant or other person pursuant to this Agreement, the County shall so inform the Village, and the Village shall pay the fee to the County. The County hereby assigns to the Village the right to recover the fees, costs, and charges referenced in this paragraph from any and all persons responsible therefor, via pursuit of collections, imposition of liens, recovery as restitution pursuant to criminal prosecution, or otherwise.

4.4 For the term of this Agreement, the Martin County Fire Marshal is hereby designated the Village of Indiantown Fire Marshal.

4.5 The parties agree that the Village shall reimburse the County for the Fire Marshal Services provided by the County to the Village prior to the effective date of this Agreement during November 2018 (specifically, with respect to the egg plant incidents) upon the same terms as set forth herein.

5.0 **Term and Termination.** This Agreement shall remain in effect from the Effective Date hereof, and indefinitely thereafter, subject to termination pursuant to this section. This Agreement may be terminated by either party by delivering to the other party written notice thereof prior to May 1 of a given calendar year, whereupon the Agreement will thereby terminate on September 30th at 11:59 PM of that year. The Agreement may be otherwise terminated in a manner agreed by the parties in writing.

6.0 **Dispute Resolution.** Disputes under this Agreement may be resolved by the County's Authorized Representatives and the Village's Authorized Representatives. Notwithstanding the provisions of Chapter 164, Florida Statutes, the parties agree that if such Authorized Representatives are unable to reach a resolution and the parties agree that the issue is of sufficient merit, prior to initiating any legal proceeding, the parties shall first select a mutually

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acceptable mediator to conduct a mediation of the issues involved. The parties agree to be responsible for the mediator's fees and costs in equal amounts.

7.0 **Amendment.** This Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of Martin County, Florida.

8.0 **Notices.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and as elected by the person giving such notice, hand delivered by messenger or courier service, telecommunicated (email or fax), or mailed by certified mail (postage prepaid), return receipt requested, addressed to :

As to Martin County:

With a copy to:

Martin County Administrator
2401 SE Monterey Road
Stuart, FL 34996

Martin County Attorney
2401 SE Monterey Road
Stuart, FL 34996

As to the Village of Indiantown:

With a copy to:

Village Manager
Village of Indiantown
PO Box 398
Indiantown, FL 34956-0398

Village Attorney
Village of Indiantown
PO Box 398
Indiantown, FL 34956-0398

or such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered: (a) on the date delivered, or on the day telecommunicated, or on the date upon which the return receipt is signed, or delivery refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

9.0 **Filing.** This Agreement shall be filed by Martin County with the Clerk of the Circuit Court of Martin County, Florida.

10.0 **Assignment.** Neither party shall assign this Agreement to any other person or entity without first obtaining the non-assigning party's written approval.

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11.0 **General.** This Agreement embodies the whole understanding of the parties for Fire Marshal Services. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties pertaining to Fire Marshal Services.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

DATED: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK
OF THE CIRCUIT COURT AND
COMPTROLLER

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

KRISTA A. STOREY,
ACTING COUNTY ATTORNEY

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DATED: _____

ATTEST:

VILLAGE OF INDIANTOWN

CHERYL WHITE, CLERK

SUSAN GIBBS THOMAS, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

WADE C. VOSE, VILLAGE ATTORNEY

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