

Fire Services Agreement Amendment #5

This Fifth Amendment to the Fire Services Agreement dated March 31, 1988, by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the City of Tallahassee, a Florida Municipal Corporation, hereinafter referred to as the "City" is hereby entered into by and between said parties this 10th day of May, 2005.

WITNESSETH

WHEREAS, the County and City entered into an Agreement providing for and related to Fire Services on March 31, 1988; and

WHEREAS, the parties have determined it to be in the best interests of both entities to amend said Agreement dated March 31, 1988.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth herein, the sufficiency of which is hereby acknowledged, the County and City do hereby agree as follows:

I. Section 2 of the Fire Services Agreement dated March 31, 1988 is hereby amended in its entirety to read as follows:

The Agreement is for a period of twenty (20) years and six (6) months, commencing on the first day of January, 1989. The Agreement shall be extended automatically for an unlimited number of additional five (5) year periods unless written notice is provided by either party at least twenty-four (24) months prior to the end of the original or any extended agreement period.

II. Section 24 of the Fire Services Agreement dated March 31, 1988, is hereby amended to add a new paragraph which shall read as follows:

Effective with the fiscal year beginning October 1, 2005, the County agrees to pay the City an additional one (1) million dollars each year for the remainder of the Agreement. For any partial year, the one (1) million dollar payment will be pro-rated based on the number of months the Agreement is in existence. The payments will be made quarterly consistent with the existing payment schedule noted herein.

III. Section 27 of the Fire Services Agreement dated March 31, 1988 is hereby amended in its entirety to read as follows:

27. Dispute Resolution.

a. The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an

Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process, is hereby encompassed within Section 27. The aggrieved Party shall give written notice to the other Party, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

b. The appropriate City and County department heads shall meet at the earliest opportunity, but in any event within 10 days from the date the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, the department heads shall report their decision, in writing, to the City Manager and the County Administrator.

c. If the department heads are unable to reconcile the dispute, they shall report their impasse to the City Manager and the County Administrator who shall then convene a meeting at their earliest opportunity, but in any event within 20 days following receipt of the Dispute Notice, to attempt to reconcile the dispute.

d. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(c), Florida Rules for Mediators, and shall be selected by the parties within 10 days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 10-day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the parties. The costs of the mediator shall be borne equally by the parties.

e. If an amicable resolution of a dispute has not been reached within 60 calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the parties, then such dispute may be referred to binding arbitration by either party. Such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

f. Such arbitration shall be initiated by delivery, from one party (the "Claimant") to the other (the "Respondent"), of a written demand therefor containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.

g. Within ten (10) days following the delivery of such demand, each party shall select an arbitrator and shall deliver written notice of that selection to the other. If either party fails to select an arbitrator within such time, the other party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall

confer and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government or fire services issues.


h. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48, of the Commercial Arbitration Rules of the American Arbitration Association.

All other provisions, sections or requirements in the Fire Services Agreement dated March 31, 1988, and each of the preceding four Amendments not otherwise in conflict with the provisions herein shall remain in full force and effect.

This Fifth Amendment to the Fire Services Agreement dated March 31, 1988, shall be effective commencing October 1, 2005.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative, have executed this Fifth Amendment to the Fire Services Agreement as of the date first written above.

LEON COUNTY, FLORIDA

By: 

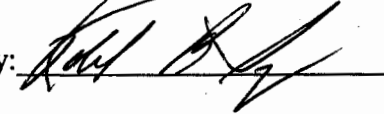
CLIFF THAELL, Chairman
of the Board of County Commissioners

CITY OF TALLAHASSEE,
FLORIDA

By: 

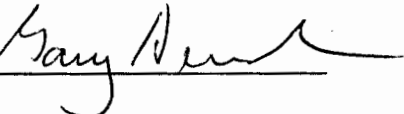
JOHN R. MARKS, III, Mayor
of the City of Tallahassee

ATTESTED TO:

By: 

ROBERT B. INZER, Clerk
Leon County, Florida

ATTESTED TO:

By: 

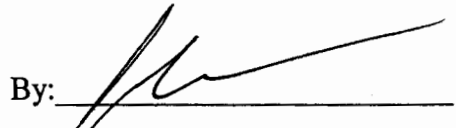
GARY HERNDON
City Treasurer-Clerk

APPROVED AS TO FORM:

By: 

HERBERT W.A. THIELE, Esq.
COUNTY ATTORNEY

APPROVED AS TO FORM:

By: 

JAMES R. ENGLISH, Esq.
CITY ATTORNEY

**LEON COUNTY
CONTRACT ROUTING SLIP**

County Contract No. 0274A

Original
 Renewal
 Amendment

Division Contact: Richard Smith Phone #: 488-5921
 Division: Emergency Management
 Location: 535 Appleyard Drive
 Contractor: City of Jacksonville
 Address: 300 S. Adams St.
 City, State, Zip: Jacksonville, Fla 32301

Contract Period: From <u>10/1/05</u> To <u>9/30/2010</u>	
Renewal Periods: Number _____ Term _____	
Contract Total \$ Amount: _____	
Contract Type:	Procurement Method:
<input type="checkbox"/> Conservation Easement	<input type="checkbox"/> Bid*
<input type="checkbox"/> Construction	<input type="checkbox"/> RFP*
<input type="checkbox"/> Continuing Supply	<input type="checkbox"/> Sole Source
<input type="checkbox"/> Deed	<input type="checkbox"/> Gov't Entity
<input checked="" type="checkbox"/> Interlocal Agreement	<input type="checkbox"/> Other (Explain Below)
<input type="checkbox"/> Grant	
<input type="checkbox"/> Lease	Insurance Certificates:
<input type="checkbox"/> Other Services	<input type="checkbox"/> General Liability
<input type="checkbox"/> Performance Agreement	<input type="checkbox"/> Professional Liability
<input type="checkbox"/> Professional Services	<input type="checkbox"/> Workers' Compensation
<input type="checkbox"/> Purchase	<input type="checkbox"/> Errors & Omissions
<input type="checkbox"/> Other (Explain below)	<input type="checkbox"/> Automobile Coverage
Forms Required:	
<input type="checkbox"/> Public Entity Crimes Statement	
<input type="checkbox"/> Performance Bond	
<input type="checkbox"/> Materials & Payment Bond	
<input type="checkbox"/> Warranty Bond	
<input type="checkbox"/> Certification Regarding Debarment	
*Bid/RFP # _____	
Agenda Date <u>5/10/05</u>	
Comments: _____	

Routing:

Required	Initials	Date	
<input checked="" type="checkbox"/>			Originating Division <u>County Atty Jc.</u>
<input type="checkbox"/>			Purchasing
<input type="checkbox"/>			Minority/Women Business Enterprise
<input type="checkbox"/>			Risk Management
<input type="checkbox"/>			Grants Coordinator
<input type="checkbox"/>			County Attorney's Office
<input type="checkbox"/>			County Administrator's Office
<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/26/05</u>	Chairman, BCC
<input checked="" type="checkbox"/>			Clerk's Office (Finance)

Return completed documents to: _____