



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 7/11/2019 Meeting Date: 7/18/2019

Name: David Kraus Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "DK", is written over the line for the Division Manager's Signature.

1. Nature and purpose of agenda item:

To approve a three party interlocal agreement between Columbia County, Columbia County Sheriff's Office and the City of Lake City granting the City supplemental jurisdiction along US 90 from NW Burke to NW Turner Road.

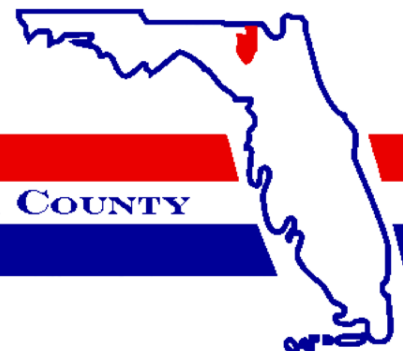
2. Recommended Motion/Action:

Motion to approve Interlocal Agreement for supplemental jurisdiction

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Bucky Nash
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Columbia County Board of County Commissioners
FR: David Kraus, Assistant County Manager
DATE: July 11, 2019
RE: Agreement – Supplemental Public Safety Jurisdiction – US 90

This Interlocal Agreement between Columbia County, the Sheriff's Office and the City of Lake City will grant the City jurisdiction to respond to incidents along US 90 from Burke Street to Turner Road within the road right-of-way. The current City limit boundaries make it difficult for the 911 Center to know if an incident is within the City or the County, complicating the dispatching of first responders. Under this agreement, the City will have jurisdiction along the entire US 90 corridor up to Turner Road and EMS and City Fire will respond to all accidents on this section of US 90.

Both the City and the Sheriff's Office have reviewed this agreement and made corrections. The 911 Committee will be reviewing this contract the morning of July 18 and staff will present their comments at the Board meeting.

Staff is requesting that the Columbia County Board of County Commissioners adopt the Agreement Between Columbia County, the Columbia County Sheriff's Office and the City of Lake City to provide supplemental public safety jurisdiction to the City of Lake City..

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

**INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA,
THE CITY OF LAKE CITY, FLORIDA AND THE COLUMBIA COUNTY SHERIFF'S OFFICE
ON SUPPLEMENTAL PUBLIC SAFETY JURISDICTION ALONG US HIGHWAY 90.**

THIS INTERLOCAL AGREEMENT is entered into this ____ day of ____, 2019, between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein the "County"), **THE CITY OF LAKE CITY**, a Florida municipality, whose mailing address is 205 N Marion Avenue, Lake City, Florida 32055 (herein the "City") And the **SHERIFF OF COLUMBIA COUNTY** whose mailing address is 4917 US Highway 90 East, Lake City, Florida 32055 (herein the "Sheriff") (collectively, the "Parties").

RECITALS

WHEREAS, irregular jurisdictional boundaries along the US Highway 90 West corridor (the "Corridor") between the intersections of US Highway 90 West at NW Turner Road and US Highway 90 West at NW Burk Avenue complicate the safe and timely dispatch of Fire, EMS and Law Enforcement services in emergency response situations;

WHEREAS, the Corridor is heavily traveled by both residents of, and visitors to, our community, the Corridor experiences frequent motor vehicle accidents, and the best interests of the constituencies of the Parties hereto are all served by improving upon the delivery of fast, safe, and efficient dispatch to incidents that occur along the Corridor; and

WHEREAS, for the purpose of efficiently and effectively dispatching emergency personnel along the Corridor, the Parties wish to establish a zone or zones of supplemental jurisdiction along the Corridor for City emergency services to respond to calls along the Corridor notwithstanding the presence of City Limits or municipal boundaries otherwise restricting this response.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, the County, the City, and the Sheriff agree as follows:

1. RECITALS INCORPORATED

The recitals above are true and correct and are incorporated herein by reference.

2. RESPONSIBILITIES OF THE PARTIES

- a. The County and the Sheriff will grant supplemental jurisdiction to the City for the Corridor along US Highway 90 West bounded on the west by the eastern edge of NW Turner Road and bounded on the east by the western edge of NW Burk Avenue, including that portion of US Highway 90 West between the northern edge of the right of way and the southern edge of the right of way.
- b. The City will respond to, and have jurisdiction for, all dispatched calls in the Corridor whether within or outside the corporate city limits of the City.
- c. The granting of the supplemental jurisdiction will not alter or diminish the jurisdiction of the County or the Sheriff in the unincorporated areas of the Corridor and the granting of the supplemental jurisdiction to the City will not extend beyond the rights of way of the Corridor.

3. TERM

This grant of supplemental jurisdiction to the City will become effective immediately upon this Agreement taking effect and shall remain effective until such time as the parties terminate this

agreement by providing a 180-day written notice to all parties.

Any party may, upon delivery of a 180-day advance written notice to the other parties, withdraw from this Agreement without cause if the withdrawing party determines that such withdrawal would be in its best interest. Promptly following the giving of such notice, and prior to the expiration of such 180-day period, the 911 Dispatch Director shall, at no cost to the remaining Party or Parties, develop the plans and specifications needed to make such changes to the 911/CAD System as may be required to implement this change.

Any notice permitted or required to be given under the terms of this Agreement shall be in writing, addressed to the Party to whom it is directed, and delivered to it by courier service providing a written record of the date of delivery, or by U.S. certified mail, postage prepaid, return receipt requested, to the address shown below or to such other address as such Party may from time to time designate by written notice.

The parties acknowledge and agree that in the event of the election of a sheriff other than the undersigned, then this agreement may be subject to immediate termination by that successor sheriff upon taking office as he or she deems in the best interest of his or her office.

To County:	Columbia County Manager 135 NE Hernando Ave. Lake City, FL 32055
With a copy to:	Columbia County Fire Chief 135 NE Hernando Ave. Lake City, FL 32055
With a copy to:	Columbia County 911 Dispatch Director 135 NE Hernando Ave. Lake City, FL 32055
To Sheriff:	Columbia County Sheriff Columbia County Sheriff's Office 4917 us <u>US</u> Highway 90 East, Lake City, Florida 32055
To City:	City of Lake City Manager 205 North Marion Avenue Lake City, Florida 32055
With a copy to:	Lake City Public Safety Police Chief 225 NW Main Blvd., Suite 102 Lake City, Florida 32055
With a copy to:	Lake City Public Safety Fire Chief 225 NW Main Blvd., Suite 101 Lake City, Florida 32055

4. INDEMNIFICATION

To the extent permitted by law and without waiving any defense of sovereign immunity, the parties shall indemnify one other, their officials, officers, and employees, from and against all liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation

costs), resulting from or arising out of any acts or omissions of the indemnitor party or its officials, officers, or employees, relating in any way to this Agreement.

5. MISCELLANEOUS

- a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Lake City, Columbia County, Florida.
- b. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.
- c. Modification. Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.
- d. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.
- e. Assignment. Because of the unique nature of the relationship between the Parties hereto and the terms of this Agreement, no Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third party without the express written consent of the other Parties to this Agreement.
- f. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the matters contained herein, and all prior agreements or agreements or arrangements between them with respect to such matters are superseded by this Agreement.
- g. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- h. Ambiguity. This Agreement has been negotiated by the Parties hereto with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any such Party as the author hereof.
- i. Public Bodies. It is expressly understood that the Parties to this Agreement are subdivisions or agencies of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by any Party to any right it may otherwise have to claim such exemptions, privileges and immunities as may be provided to that Party by law.
- j. Force Majeure. A Party to this Agreement shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligations under this Agreement. Such events shall include, but not limited to, an act of God; disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.
- k. Authorized Representatives. Each Party hereto hereby represents that its execution, delivery, and performance of this Agreement have been duly authorized by all requisite action, that the Agreement has been duly and validly executed and delivered by that Party, and that the Agreement constitutes the legal, valid, and binding obligation of that Party enforceable in accordance with its terms.

6. RECORDING OF AGREEMENT, EFFECTIVE DATE

The County, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Columbia County, Florida. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Columbia County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first above written.

CITY COUNCIL FOR THE
CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

Attest:

Audrey Sikes, City Clerk

Approved as to Form:

Fred Koberlein, City Attorney

THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, FLORIDA

Ron Williams, Chair

Attest:

P. DeWitt Cason, Clerk of Courts

Approved as to Form:

Joel Foreman, County Attorney

~~THE COLUMBIA COUNTY SHERIFF'S OFFICE~~
SHERIFF OF COLUMBIA COUNTY, FLORIDA

Mark Hunter, Sheriff

Attest:

P. DeWitt Cason, Clerk of Courts

Approved as to Form:

Joel Foreman, County Attorney