

AGREEMENT

Interlocal Agreement to Mutually Support Fire Protection and Emergency Medical Services (BLS & ALS) to the City of Fernandina Beach and Areas Outside the Incorporated Boundaries of the City.

This agreement, made and entered into this 8th day of September 1997, at Fernandina Beach, Florida by and between the City of Fernandina Beach, a Municipal Corporation of the State of Florida, hereinafter referred to as "the City," and Nassau County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "the County," concerning provisions for automatic response for fire protection and Emergency Medical Services (BLS & ALS) within "the City" and within specified jurisdictional boundaries of "the County."

Witnesseth:

WHEREAS, it is determined that in the best interest and of mutual benefit to the citizens of the City of Fernandina Beach and equally to the citizens of the surrounding areas considered as Nassau County, that fire protection and Emergency Medical Services (BLS & ALS) be provided on a long term basis and through a cooperative effort between "the City" and "the County."

NOW, THEREFORE, in consideration of the promises and mutual covenant hereinafter set forth, and other good and valuable considerations, "the City" and "the County" do hereby agree to the following:

1. **PURPOSE AND SCOPE:** This agreement provides, through the cooperation of "the City" and "the County," for efficient and equitable fire protection and emergency medical services (BLS & ALS) for the City of Fernandina Beach and those areas of "the County" outside the city limits boundaries of Fernandina Beach which is understood to be jurisdictional areas of the Board of County Commissioners of Nassau County.
2. **TERM AND EFFECTIVE DATE:** The term of this agreement begins July 1, 1997, and ends September 30, 2002. This agreement shall be automatically renewed on a year-to-year basis unless terminated as provided in paragraph 11 herein.

3. **AUTOMATIC AID:** Both “the City” and “the County” agree to respond to any and all requests for fire protection, emergency medical services and other emergencies as deemed necessary. The basis for this obligation is the cooperation between “the City” and “the County” in such a manner that results in effective and efficient fire protection and emergency medical services via a County operated dual dispatch system for City Stations One and Two and all County Stations.

4. **EMERGENCY MEDICAL SERVICES:** “The County” agrees to loan “the City” an Advanced Life Support transport vehicle with the understanding that it will be manned by City Firefighter EMT’s and Paramedics, equipped as an ALS unit under Chapter 10D-66, Florida Administrative Code (F.A.C.), Rules of the Department of Health and Rehabilitative Services, and maintained under appropriate guidelines. In conjunction with an ALS transport unit, “the City” agrees to certify Engine-201 (City) as an ALS non-transport unit with further understanding that it is to be manned, equipped under 10D-66 requirements, and maintained as indicated for the above cited ALS transport unit. These units are to function in a primary response mode within the jurisdictional boundaries of “the City” and within those jurisdictional boundaries of “the County” as agreed upon by both parties of the agreement. Boundaries are to be established by zone maps and are to be an attachment to this agreement. Boundaries of these zones are to be evaluated periodically and adjusted to provide continual improvement of the efficiency and effectiveness of the system. All ALS units are to operate under the medical license of “the County” EMS Medical Director and shall function within the Basic and Advanced Life Support protocols of “the County.” Quality assurance mechanisms shall be established between “the City” and “the County” to insure that all protocols are followed and updates or modifications occur as needed.

5. **COMMUNICATIONS/DISPATCH:** It is agreed by both parties that the communications/dispatching system will be maintained by “the County” and responsibility for dispatching fire and EMS apparatus within agreed upon jurisdictional boundaries’ lies solely with said County Communications Systems.

6. **LOCATION/HOUSING OF EMS VEHICLE:** It is agreed by both parties that the ALS transport unit shall be housed in an enclosed apparatus bay at Station One (City) and shall respond from said location as its primary base of operation. Relocation of this unit shall be upon agreement of both parties and shall be for improved response or improvement in the efficiency or effectiveness of the EMS system.
7. **EMPLOYEE STATUS:** Persons employed by "the City" and assigned to the aforementioned ALS assigned to the aforementioned ALS units shall remain in their respective capacities as City employees for the purposes related to claims for pension, workers' compensation, unemployment benefits, or other employee rights or privileges granted by law or granted by either party, to its officers and employees.
8. **COMPENSATION AND PAYMENT:** Both "the City" and "the County" agree that there will be no transfer of title to any real personal, or mixed properties, nor the transfer of any monies between parties with the exceptions of the funds generated from billing patients transported to the hospitals by Rescue One. Said funds shall be collected through "the County" EMS Billing Office. All funds collected for Rescue One shall be forwarded to "the City" on a quarterly basis. Quarterly reports will indicate accounts receivable, amount of write-offs, outstanding accounts, and amount deducted for administering a collection program which shall be jointly agreed upon by the City and County. "The City" agrees to establish an EMS account for an accounting of County funds received for patient transports by Rescue One. The City, in consultation with the County, shall be entitled to pursue collection remedies associated with delinquent accounts. Should the City's added cost of providing the additional emergency medical services delineated herein not be offset by billed revenues received by the City at the conclusion of the first fiscal year of operation (fiscal year 97-98), the City and the County shall renegotiate this agreement to discuss revenue resources to offset future shortfalls.
9. **INDEMNIFICATION:** "The City" and "the County" do not assume any liability for the acts, omissions, and negligence of the other. Each shall indemnify and hold the other harmless from all claims, damages, losses, and expenses arising out or resulting from the performance of their respective operation under this agreement.

10. **INCREASE IN WORKLOAD:** "The City" and "the County" agree that if either party suffers a direct impact as to increased workload as a result of expanding coverage to each other's agreed upon jurisdictional boundaries, discussion shall be initiated regarding the cost of purchasing additional equipment or apparatus to meet this increase.

11. **MAINTENANCE OF COUNTY OWNED ALS TRANSPORT UNIT:** "The City" agrees to provide all preventive maintenance, (PM) ie, oil changes, lubrication, and all other necessary fluid changes, on the ALS Unit loaned by "the County." "The County" agrees to provide all necessary "repairs" of mechanical failures. Said "repairs" are contingent upon "the City's" verification of scheduled PM's being met.


12. **TERMINATION:** The termination of this agreement may be initiated by either party, but shall effectuated only through mutual agreement including an agreement as to effective date. In the event of termination of this Agreement, all property rights acquired under this agreement by either party shall remain in the possession and ownership of the original purchaser unless payment mutually agreed to by both parties is made by the other party to the original purchaser. Any and all property acquired by the parties jointly shall be valued and apportioned to the financial participation of each party to this agreement unless otherwise agreed in writing by the parties.

BOARD COUNTY
OF NASSAU COUNTY, FLORIDA



John A. Crawford
Chairman

ATTEST:




I.M. "Chip" Oxley, Jr.
Ex-Officio
Clerk of Court

Approved as to form:



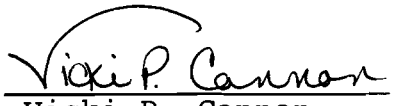
Mike Mullin
County Attorney

CITY OF FERNANDINA BEACH



Aaron Bean
Honorable Mayor - Commissioner

ATTEST:



Vicki P. Cannon
City Clerk

Approved as to form:



City Attorney



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 P.O. Box 1010
 Fernandina Beach, Florida 32035-1010

Nick Deonas
 John A. Crawford
 Pete Cooper
 Chris Kirkland
 Marianne Marshall

Dist. No. 1 Fernandina Beach
 Dist. No. 2 Fernandina Beach
 Dist. No. 3 Yulee
 Dist. No. 4 Hilliard
 Dist. No. 5 Callahan


JOSEPH M. "Chip" OXLEY, JR.
 Ex-Officio Clerk

MICHAEL S. MULLIN
 County Attorney

WALTER D. GOSSETT
 County Coordinator

M E M O R A N D U M

TO: J. M. OXLEY, JR.

FROM: MICHAEL S. MULLIN 

SUBJECT: CITY/COUNTY INTERLOCAL AGREEMENT TO MUTUALLY SUPPORT
 FIRE PROTECTION & EMERGENCY MEDICAL SERVICES (BLS & ALS)

DATE: AUGUST 26, 1997

Pursuant to your request, I have reviewed the above referenced Agreement in relation to Florida Statutes, Section 125.01(7) and Article VIII, Section 1(h) of the Florida Constitution. The Statutes and Constitutional Article address "double or dual taxation". I have also reviewed Florida Statutes, Section 125.0101, which allows counties to contract to provide services to municipalities and special districts.

The Interlocal Agreement provides a benefit both for the incorporated area and to the unincorporated areas. The funds involved are funds generated from billing patients that are transported.

The prohibition in Florida Statutes, Section 125.01(7), in my opinion, does not prohibit any aspect of the agreement between the City of Fernandina Beach and the County. Florida Statutes, Section 125.01(7) addresses services or projects where no real or substantial benefit accrues to the property or residents within a municipality, and the Agreement under consideration clearly provides a benefit. Further, Article VIII(1)(h) of the Constitution would not prohibit this Agreement.

- See also: 1. Escambia County v. City of Pensacola, 469 So. 2d 1378 (1985)
2. Palm Beach County v. Town of Palm Beach, 426 So. 2d 1063 (4th DCA 1983)

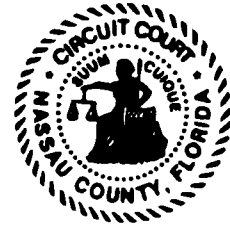
/am

cc: Board of County Commissioners
 Walt Gossett

68/a:city.826 (904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496



J. M. "CHIP" OXLEY, JR.
 Clerk of Circuit and County Courts
 Nassau County
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 Fernandina Beach, Florida 32035-0456
 Phones: (904) 321-5700 (800) 958-3496
 Callahan-Hilliard (904) 879-1029



M E M O R A N D U M

TO: Nassau County Board of County Commissioners

FROM: J. M. Oxley, Jr., Ex-Officio Clerk *J. M. Oxley, Jr.*

SUBJECT: City/County Interlocal Agreement to Mutually Support
 Fire Protection and Emergency Medical Services (BLS and
 ALS)

DATE: September 8, 1997

* * * * *

I have requested legal opinion from the County Attorney based on legal tax on this issue, and he has rendered that opinion to me. I have requested that opinion, along with this letter, to be attached to the original documentation maintained in our files.

jmg

Attorney Mullin stated that he had received the original executed interlocal agreement with the City of Fernandina Beach concerning mutually support fire protection and emergency medical services. It was moved by Commissioner Deonas, seconded by Commissioner Kirkland, and unanimously carried to approve the Chairman's signature on the interlocal agreement with the City of Fernandina Beach to mutually support fire protection and emergency medical services to the City of Fernandina Beach and areas outside the incorporated boundaries of the City and to attach to the Nassau County copy of the agreement Attorney Mullin's memorandum dated August 26, 1997 to Mr. Oxley and Mr. Oxley's memorandum dated September 8, 1997 to the Board of County Commissioners regarding his concern regarding the funding and the dual taxation issue

The Board continued the consideration of an interlocal agreement with the City of Fernandina Beach to mutually support fire protection and emergency medical services (BLS & ALS) to the City of Fernandina Beach and areas outside the incorporated boundaries of the City. Mr. Gossett reported that the City has adopted the agreement and that he has had meetings with Mr. Jerry Greeson, the Interim City Manager, to discuss the item of possible double taxation. Mr. Greeson did not believe that would be a problem since the County is giving to the City part of the revenues from the runs that are generated in that area. After one year the revenues will be evaluated and changed if necessary.

Mr. Oxley expressed his concern regarding the double taxation issue and requested formal legal opinion on this matter. Attorney Mullin responded that he will furnish the legal opinion to the Clerk.

It was moved by Commissioner Kirkland, seconded by Commissioner Deonas, and unanimously carried to approve the Interlocal Agreement to mutually support fire protection and emergency medical services to the City of Fernandina Beach and areas outside the incorporated boundaries of the City, contingent upon a legal opinion from the County Attorney, and would not go into effect until the Clerk has the opinion and is comfortable with it.

The Board considered an interlocal agreement with the City of Fernandina Beach to mutually support fire protection and emergency medical services. Mr. Gossett presented to the Board a draft agreement and explained the details. The rescue unit that is currently housed in fire station No. 1, located on the hospital property, would be housed at the new City fire station located on 14th and Beech Streets. The City would have their engine that is located at their fire station No. 2 which is located one block off Fletcher Avenue and is an Advanced Life Support Unit, and the County would keep rescue at the County station No. 2, located on Lewis Street. The number of units responding on the island would not be decreasing. The individuals that are currently located at fire station No. 1 would be free for placement in other areas without increasing the manpower operating budget. They could be placed in the unincorporated areas of the County where they would be deemed most needed. Mr. Gossett called attention to an addition to Section 8 of the contract which has been agreed to by the City that if there is a shortfall from revenue collected from the runs, it would be brought back for discussion. Title of the equipment would not be given up. Commissioner Crawford stated that he would like to see no reduction in the response time, there not be an increase in the ISO rating and that it be as expense/revenue neutral as possible. Mr. Gossett stated that since the County would maintain title to the equipment, it would be included in the five-year capital improvement plan and would be subject to being switched out on an as-needed basis once it reached its useful life. The insurance would be paid by the City, listing the county on a rider. The City would be responsible for preventive maintenance; if there is a major mechanical breakdown and the proper preventive maintenance has been performed, the County would pay for the repairs of the mechanical failures. Robert Kotsis, Director of Public Safety, appeared before the Board and stated that there would be additional coverage on the island for Advanced Life Support and there would be a transport unit at the O'Neal station. It was moved by Commissioner Deonas, seconded by Commissioner Cooper, and unanimously carried to approve the draft of the interlocal agreement to mutually support fire protection and emergency medical services to the City of Fernandina Beach and areas outside the incorporated boundaries of the City and to send it back to the City of Fernandina Beach for their consideration and approval. Mr. Oxley requested, upon approval of the agreement, a complete inventory of all County equipment involved and have it tagged as such to prevent future problems