

CS-17-125

Letter to extend or renew a Contract

Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, FL 32097

Dear City Manager,

Renewal of Interlocal Agreement

This letter confirms the renewal of the Contract on the terms set out below.

General information

No.	Topic	Details
1	Department	Name: Fire Rescue
2	Vendor	Name: City of Fernandina Beach
3	Contract	Contract title: Interlocal Agreement for Fire Protection and Emergency Medical Services Effective Date: February 9, 2011 Contract tracking number: CM1667-AR3

18 JAN -5 PM 3:

Contract Renewal

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to automatically renew the term of the Contract for one (1) year, beginning February 9, 2018 and ending February 8, 2019, in accordance with Article 3 of the Agreement.

If you need more information or would like to discuss this matter further, please contact Charlotte Young on 904-530-6040 or at cyoung@nassaucountyfl.com

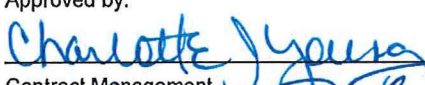
Yours sincerely



 Chief Brady Rigdon

12-19-17

 Date

Approved by:


 Contract Management

12/27/17

 Date



 Office of Management & Budget

12/28/17

 Date



 County Attorney

1/6/19

 Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL



 Shanea Jones, County Manager

1-10-18

 Date

17 DEC 28 PM 12:15

Contract No. CM1667**INTERLOCAL AGREEMENT**

AN AGREEMENT entered into this 9th day of February, 2011, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", the CITY OF FERNANDINA BEACH, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "City".

WHEREAS, it is the purpose and intent of this agreement for the City and the County, pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges and authorities which they share in common and which each might exercise separately in order to further a common goal; and

WHEREAS, the County has determined that it is in the best interest and of the mutual benefit of the citizens of Nassau County that fire protection and emergency medical services be provided through a cooperative effort between the County and City; and

WHEREAS, the City has determined that it is in the best interest of the citizens of Fernandina Beach that fire protection and emergency medical services be provided through a cooperative effort between the County and City; and

NOW THEREFORE, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby fully incorporated into this Agreement by this reference.
2. Purpose and Scope. This agreement provides through the cooperation of the City and the County for efficient fire protection and emergency medical services for the City and for those areas

of the County outside the city limits but within the unincorporated area of the County.

3. Term and Effective Date. The term of this agreement begins February 9, 2011 and ends February 8, 2016. This Agreement shall be automatically renewed on an annual basis unless terminated in accordance with Section 11 herein.

4. Automatic Aid. Is defined as a plan developed between the City and County Fire-Rescue Departments for immediate joint response on 1st alarms. Both the City and 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 protections and emergency medical services, and hazardous materials response via a County-operated dual dispatch system for all City Stations and all County stations.

5. Mutual Aid -- The Agreement between the City and County that they will assist one another on request by furnishing personnel, equipment, and/or expertise.

6. Dispatch. It is agreed by both parties hereto that the communications/dispatch system (911 Emergency) will be maintained by Nassau County Sheriff's Office and responsibility for dispatching fire and EMS apparatus within agreed upon jurisdictional boundaries lies solely with the county communications systems.

7. Employee Status. Persons employed by the City and County, respectively, who respond to fire or EMS calls within the jurisdictional boundaries of the other agency shall remain employees of the City or County for purposes related to pay, benefits, pension, worker's compensation, unemployment benefits, and all other employee rights or privileges granted by law or granted by their respective employing agency.

8. Duties and Responsibilities. The City shall be dispatched first and shall respond utilizing its resources to respond to all fire protection and emergency medical service calls within the city limits.

The City may be dispatched and called upon first to provide fire protection and emergency medical service to calls within the unincorporated areas of the County on Amelia Island when City units are closer to the location where services are needed than the County to ensure efficient and prompt responses to calls. For calls west of Amelia Island (off the Island), the City will be requested for mutual aid. The County shall automatically send 1 Ladder Truck or Engine and 1 Rescue unit to a call for a structure fire within the city limits. The City shall automatically send 1 Engine and 1 Rescue unit to a call for a structure fire that is on Amelia Island but within the unincorporated area of the County. Any other aid will be considered mutual aid, with additional resources being considered on a per request basis. The City shall automatically send, with notification of the "City Chief"s, a ground transport Rescue unit as dispatched to any location within the unincorporated county as dispatched by the NCSO Dispatch center. The County shall automatically dispatch the closest ground transport Rescue as dispatched by the NCSO Dispatch center. Any automatic or mutual aid dispatches may be modified by a Chief Officer or designee of the responding agency.

9. Indemnification. The City, County, and the Nassau County Sheriff's Office do not assume any liability for the acts, omissions or negligence of the other party. Each party shall indemnify and hold the other harmless from all claims, damages, losses and expenses arising out of or resulting from performance of their respective duties under this agreement. Nothing contained herein shall constitute a waiver of immunity or limitation of liability the City or County may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. Incident Command. The County and the City both agree that the National Incident

Management System (NIMS) model shall be used on all calls requiring a "COMMAND" structure. The first arriving Chief Officer shall assume Command of any emergency, regardless of jurisdiction. Upon arrival of the appropriate geographical Department Chief Officer, Command shall be transferred in accordance with the NIMS standard practices.

11. Termination. This agreement may be terminated, without cause, by either party. The terminating party shall give the other party at least ninety (90) days written notice of its intent to terminate and the termination date.

12. Communications. The City shall comply with existing communication policies and procedures as established in an agreement between the Nassau County Sheriff and Nassau County Fire Rescue amended February 2010. The City and County agree to jointly review, modify and amend all Fire—Rescue communication policies as needed to ensure nationally recognized standards are followed.

13. Any notices required pursuant to this Agreement shall be to the following:

To the County:

Ted Selby
County Manager
96135 Nassau Place
Suite 1
Yulee, FL 32097

Sam Young
Fire Chief
96160 Nassau Place
Yulee, FL 32097

To the City:

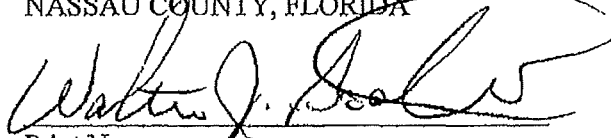
Michael Czymbor
City Manager
204 Ash Street
Fernandina Beach, FL 32034

Daniel Hanes
Fire Chief
225 South 14th Street
Fernandina Beach, FL 32034

Copy to:

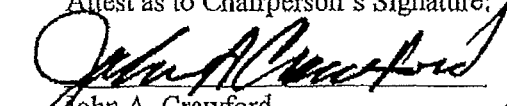
Tammi Bach
City Attorney
204 Ash Street
Fernandina Beach, FL 32034

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



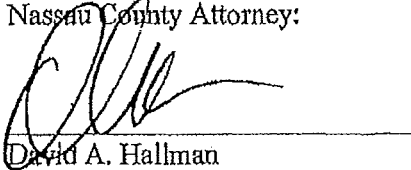
Print Name: Walter J. Boatright
Its: Chair

Attest as to Chairperson's Signature:



John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



David A. Hallman

Bob
2/19/11
AS
2/11/11

[City of Fernandina Beach signature on next page]

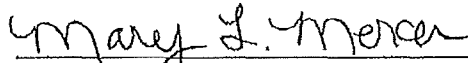
Contract No. CM1667

CITY OF FERNANDINA BEACH, FLORIDA



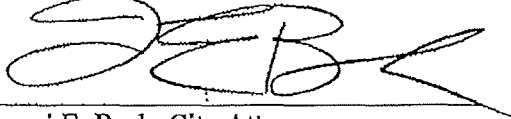
Michael J. Czymbor, City Manager

ATTEST:



Mary L. Mercer

APPROVED AS TO FORM:



Tammi E. Bach, City Attorney

RESOLUTION 2011-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS FOR FIRE/EMERGENCY MEDICAL SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County has determined that it is in the best interest and of the mutual benefit of the citizens of Nassau County that Fire Protection and Emergency Medical Services be supplemented through a cooperative effort between the County and the City; and

WHEREAS, the City has determined that it is in the best interest of the citizens of the City of Fernandina Beach that Fire Protection and Emergency Medical Services be supplemented through a cooperative effort between the City and County; and

WHEREAS, the purpose and intent of this Interlocal Agreement is to provide through the cooperation of the City and the County for efficient Fire Protection and Emergency Medical Services for the City and for those areas of the County outside the City limits but within the unincorporated areas of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

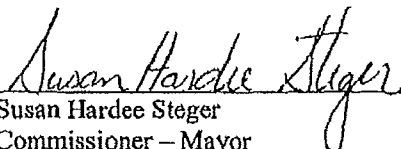
SECTION 1. The City Commission here approves the Interlocal Agreement with the Nassau County Board of County Commissioners, attached hereto as "Exhibit "A", for Fire /Emergency Medical Services.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Interlocal Agreement, upon review and approval by the City Attorney.

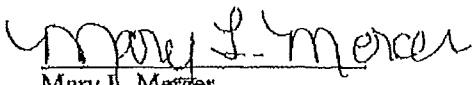
SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 1st day of March, 2011.

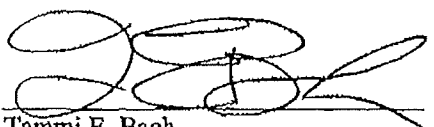
CITY OF FERNANDINA BEACH

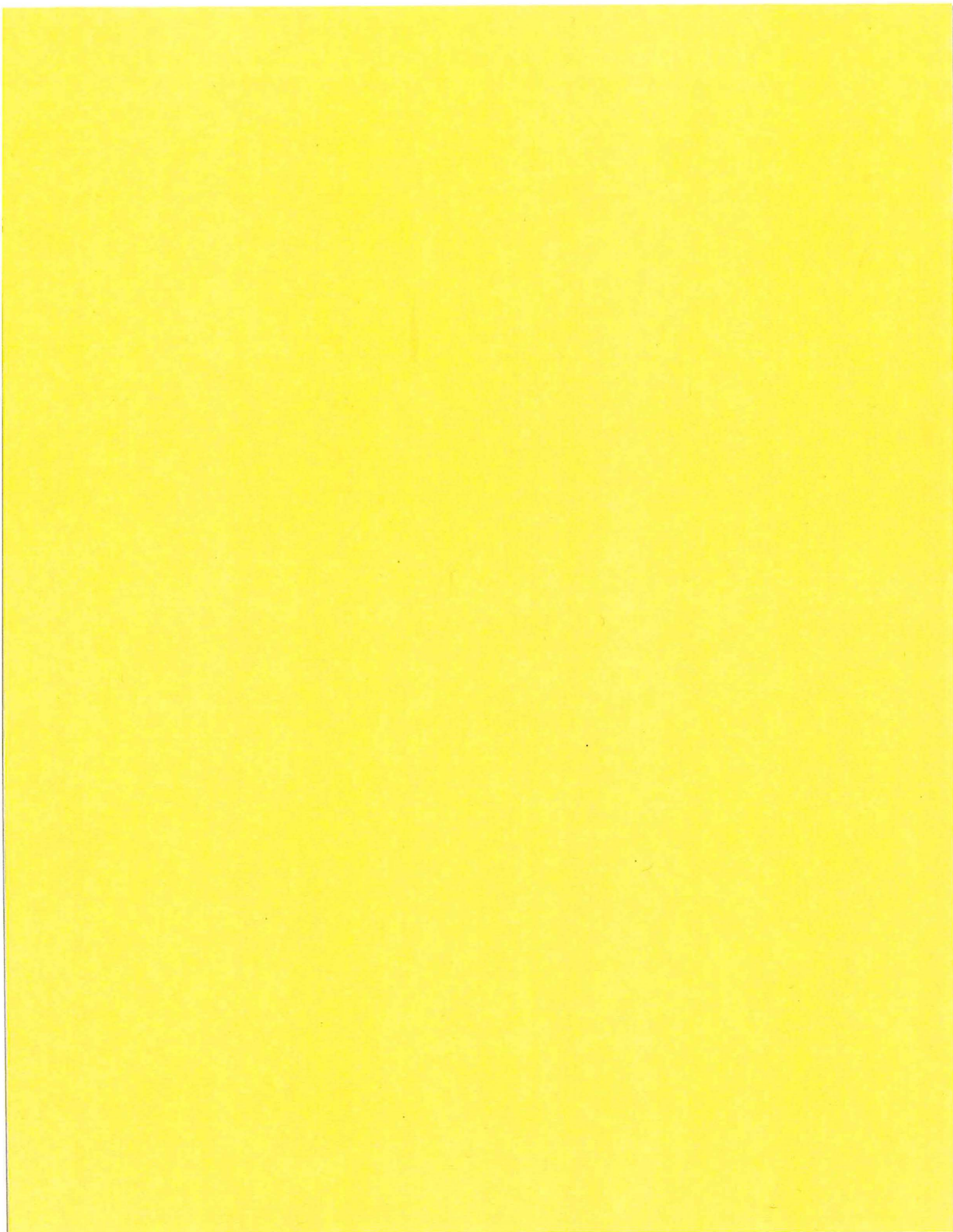

Susan Hardee Steger
Commissioner – Mayor

ATTEST:


Mary L. Mercer
City Clerk

APPROVED AS TO FORM:


Tammi E. Bach
City Attorney



Letter to extend or renew a Contract

10/20/17 Update Pending
Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, FL 32097

Dear Ms. Robin C. Lentz, Mayor:

Renewal of interlocal Agreement

This letter confirms the renewal of the Contract on the terms set out below.

General information

No.	Topic	Details
1	Department	Name: Fire Rescue
2	Vendor	Name: City of Fernandina Beach
3	Contract	Contract title: Interlocal Agreement to Mutually Support Fire Protection and Emergency Medical Services (BLS & ALS) Effective Date: September 8, 1997 Contract tracking number: CM1153-AR16 CM1667

Contract Renewal

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to automatically renew the term of the Agreement for one (1) year, beginning October 1, 2017 and ending September 30, 2018, in accordance with Article 2. The original term was July 1, 1997 through September 30, 2002; this agreement was allowed to auto renew for previous one-year terms beginning October 1, 2002 through September 30, 2017.

If you need more information or would like to discuss this matter further, please contact Angela Gregory on 904-530-6040 or at agregory@nassaucountyfl.com

Yours sincerely



Fire Chief, Fire Rescue

10-20-17

Date

Approved by:

Contract Management

Date

Office of Management & Budget

Date

County Attorney

Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Shanea Jones, County Manager

Date

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.

A CERTIFIED TRUE COPY
 [Signature]
 Ex-OFFICIO, Clerk to the Board of
 County Comm.
 Nassau County, Florida
 [Signature]

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.

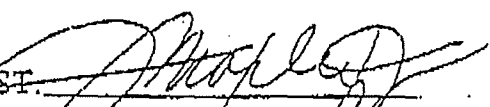
12. TERMINATION: The termination of this agreement may be initiated by either party, but shall effectuated only through mutual agreement including an agreement as to effective date. In the event of termination of this Agreement, all property rights acquired under this agreement by either party shall 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



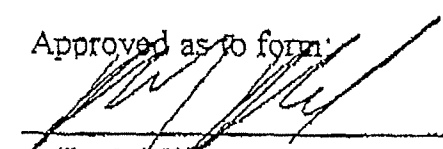
John A. Crawford
Chairman

ATTEST:



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

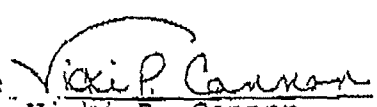
Approved as to form:



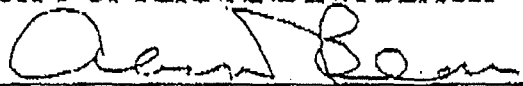
Mike Mullin
County Attorney

CITY OF FERNANDINA BEACH

ATTEST:

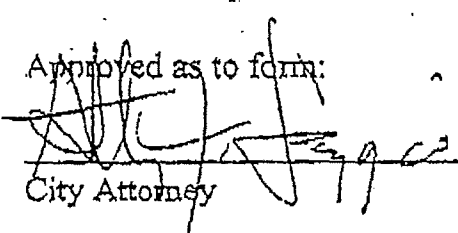


Vicki P. Cannon
City Clerk



Aaron Bean
Honorable Mayor - Commissioner

Approved as to form:



City Attorney