

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

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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.

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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

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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

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To the City:

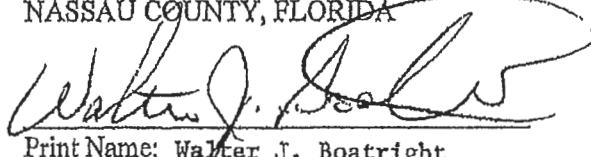
Michael Czymbor
City Manager
204 Ash Street
Fernandina Beach, FL 32034

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

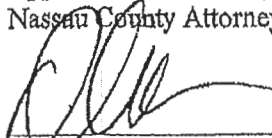
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


Print Name: Walter J. Boatright
Its: Chair

Attest as to Chairperson's Signature:


John A. Crayford
Its: Ex-Officio Clerk
est 2/9/11

Approved as to form by the
Nassau County Attorney:


David A. Hallman
\$3 2/11/11

[City of Fernandina Beach signature on next page]

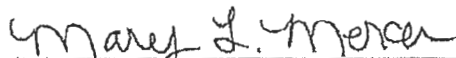
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CITY OF FERNANDINA BEACH, FLORIDA



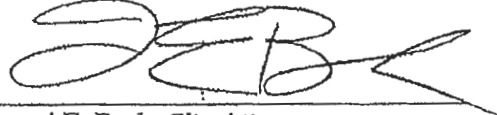
Michael J. Czymbor, City Manager

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:

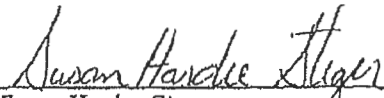
SECTION 1. The City Commission here approves the Interlocal Agreement with the Nassau County Board of County Commissioners, attached hereto as "Exhibit "A", for Fire /Emergency Medical Services.

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

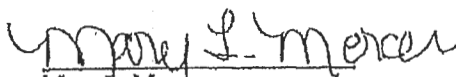
SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 1st day of March, 2011.

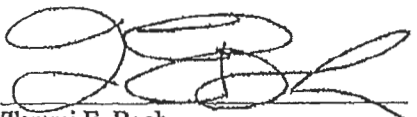
CITY OF FERNANDINA BEACH


Susan Hardee Steger
Commissioner - Mayor

ATTEST:


Mary L. Mercer
City Clerk

APPROVED AS TO FORM:


Tammi E. Bach
City Attorney