INTERLOCAL AGREEMENT REGARDING THE PROVISION OF FIRE RESCUE AND EMERGENCY MEDICAL SERVICES

This Interlocal Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2009, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the "County"), and the City of Tallahassee, Florida, a Florida municipal corporation (the "City"), collectively the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties do hereby agree as follows:

Section 1. Administrative Management Committee.

An Administrative Management Committee (AMC), which shall consist only of the County Administrator and City Manager, shall make recommendations on policy to the Parties and execute the terms and conditions of this Agreement. The AMC shall appoint a Fire Chief and an EMS Chief who shall serve until said appointee shall resign or shall be terminated either by the County Administrator or the City Manager. The current Fire Chief and EMS Chief are hereby deemed appointed to their respective positions.

Section 2. Provision of Services.

A. Emergency Medical Services. The City shall provide Advanced Life Support (ALS) services continuously within the Primary Response Area (PRA) of those fire stations as designated by the AMC in Exhibit A. The County shall provide a Medical Director for ALS and Basic Life Support (BLS) services provided by the City to the County, who shall meet all requirements of, and perform the duties and obligations required of a medical director under Chapter 401, Florida Statutes.

B. Fire Rescue Services. The City shall provide Fire Services continuously within the PRA of all fifteen (15) fire stations as designated in Exhibit B, and shall provide a level of services and maintain both minimum staffing and apparatus in accordance with a fire services five-year rate study (Rate Study), which upon adoption by the Parties will be made a part of this Agreement as Exhibit C. Fire stations may change from time to time to meet changing needs, but in no event shall the location change nor the number of fire stations decrease without the prior approval of the County.

Section 3. Funding of and Payment for Services.

The Rate Study, Exhibit C, shall be utilized to determine the amount of a special assessment and fire services fee to be imposed by the Parties during the period of the study. The AMC shall authorize development of a new Rate Study, including both Fire and Emergency Medical Services, not less than 18 months prior to expiration of the then Current Term, subject to the provisions of Section 4. Each such Rate Study, the cost of which shall be paid equally from Fire Services funds and Emergency Medical Services funds, shall be made a part of this Agreement upon adoption by the Parties.

The Parties may levy an annual fire services special assessment on each parcel or subdivided lot within the jurisdictional boundaries of the Parties for the provision of Fire Services consistent with the Rate Study, Exhibit C, and the City shall collect the same, including in the unincorporated area unless otherwise collected utilizing the provisions of §197.3632, Florida Statutes. The Parties shall levy and the City shall collect an annual fire services fee on each parcel or subdivided lot within the jurisdictional boundaries of the Parties for the provision of Fire Services consistent with the Rate Study, Exhibit C, which are not otherwise assessed.

The EMS MSTU Ordinance shall be revised or amended by the City prior to the Commencement Date hereof, so that the subject ordinance shall expire not earlier than the last day of the then Current Term. Payment for services shall be as provided in Exhibit D.

Section 4. Exhibits and Supplemental Provisions.

Exhibits A, B, C, D and E are attached hereto and incorporated herein as if fully set forth below. The Parties shall comply with the provisions set forth in Exhibits D and E.

IN WITNESS WHEREOF, the Parties cause this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2009.

LEON COUNTY, FLORIDA

By:_____
Bryan Desloge, Chairman
Board of County Commissioners

Date:_____

Attested by:
Bob Inzer, Clerk of the Court

By:_____
Bob Inzer, Clerk

Approved as to form:
County Attorney's Office

By:_____
Herbert W.A. Thiele, Esq.
County Attorney

CITY OF TALLAHASSEE, FLORIDA

By:_____
John R. Marks, III
Mayor, City of Tallahassee

Date:_____

Attested by:
Gary Herndon, City Treasurer-Clerk

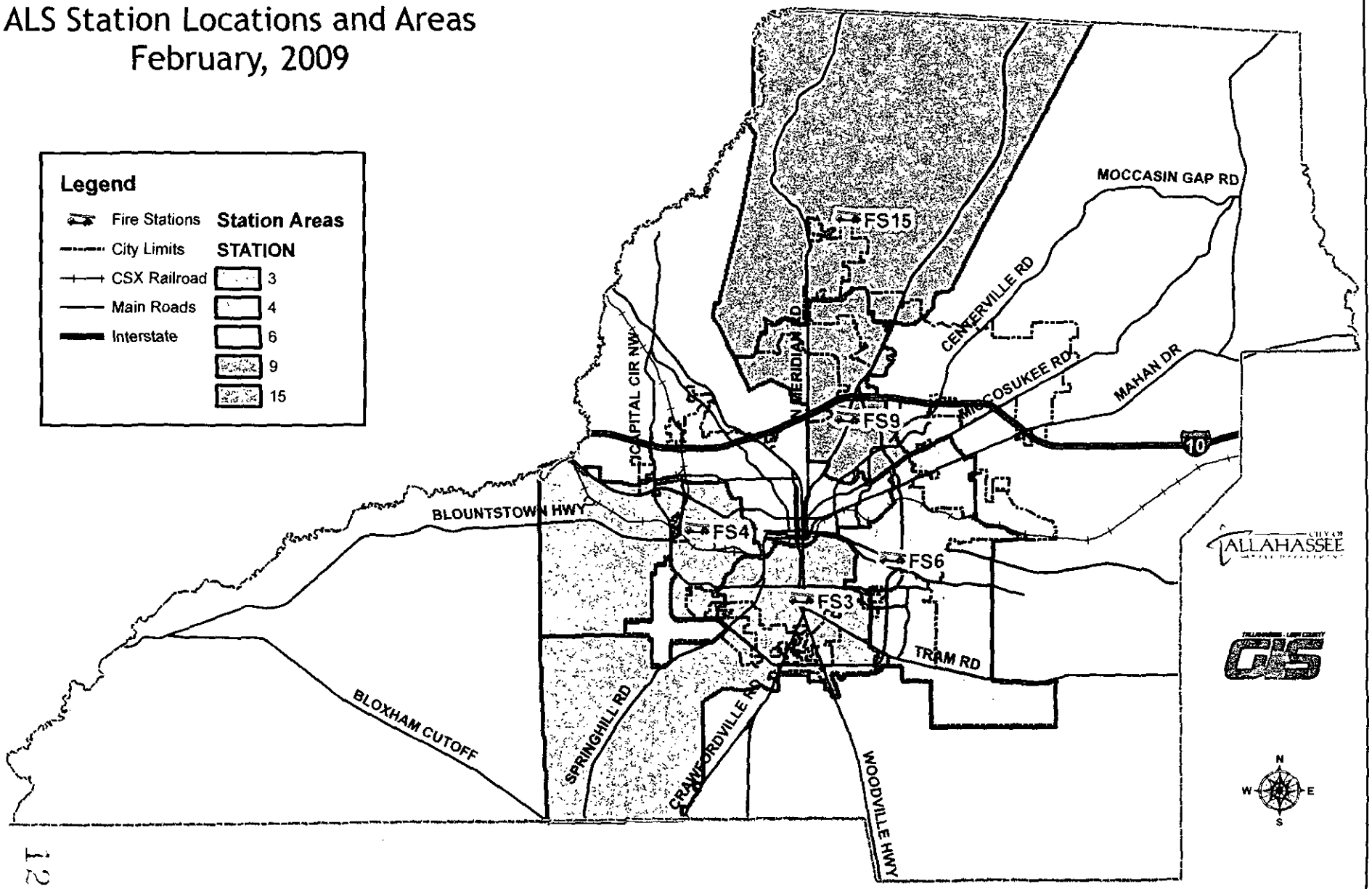
By:_____

Approved as to form:
City Attorney's Office

By:_____
James R. English, Esq.
City Attorney

Tallahassee Fire Department

Interlocal Agreement - Exhibit A: ALS Station Locations and Areas February, 2009



Source: Tallahassee Fire Department, FireView for ArcGIS.
Created on 2/20/2009 by Patrick.Pence@talgov.com

NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Tallahassee Fire Department

Interlocal Agreement - Exhibit B: Station Locations and Areas February, 2009

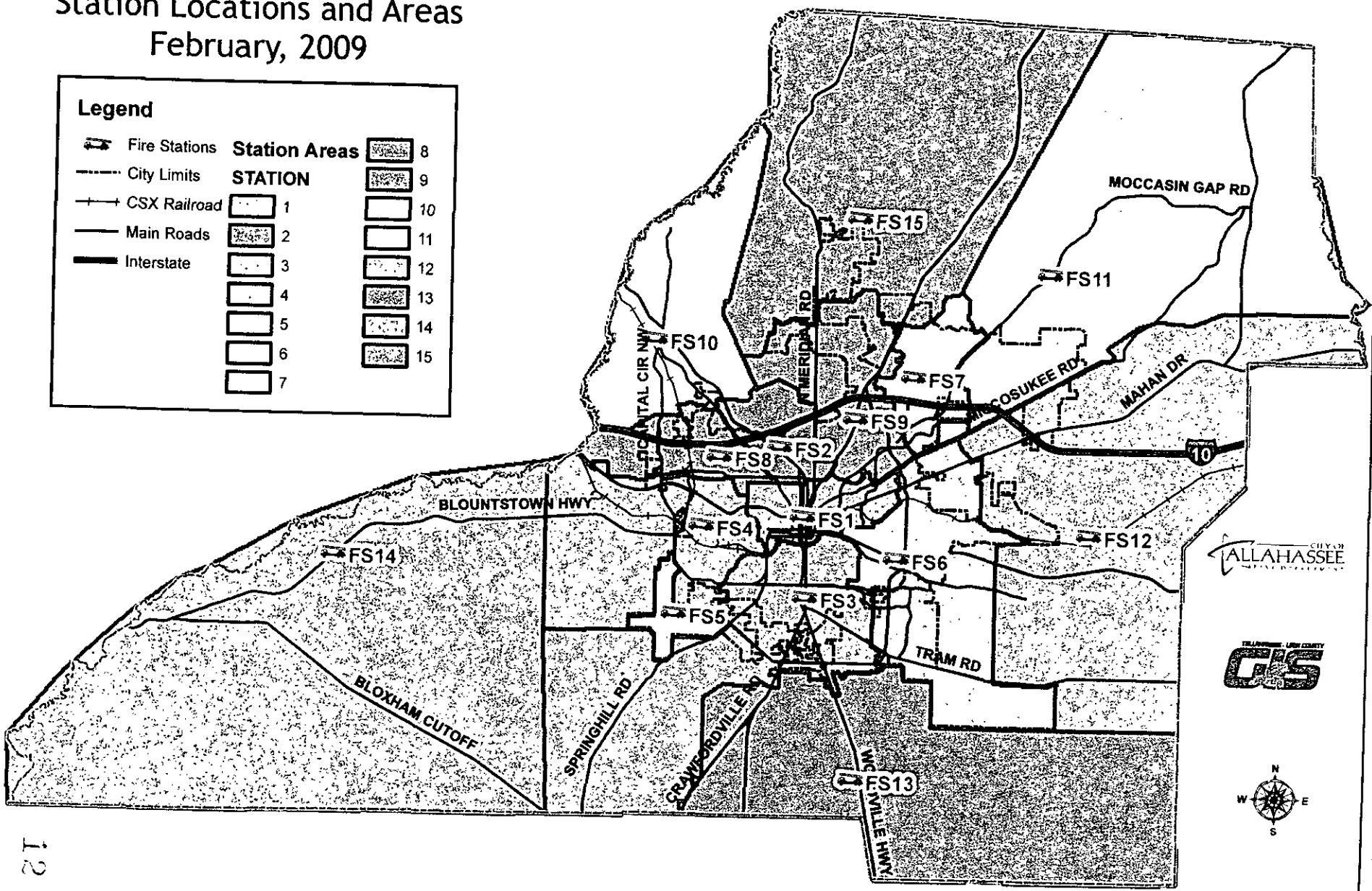


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Exhibit D

Payment for Services

1. The City shall collect all fire services fees and assessments imposed by the Parties, in both the incorporated and unincorporated areas of Leon County. The City hereby acknowledges that its collection of any fire services fees and assessments imposed by the County shall constitute full payment by the County to the City for all Fire Services provided under the Agreement, subject to the provisions of paragraph 7. Revenues from the unincorporated area will be accounted for in a separate revenue line within the Fire Services Fund.

2. On a quarterly basis and at the end of each fiscal year, the City will provide the County reports identifying total fire services fee revenue collections in the unincorporated area.

3. On or before the 10th day of October of each fiscal year, the City will remit to the County the amount included in the Rate Study for that fiscal year for the support of Volunteer Fire Departments.

4. The County agrees to pay the City the following amounts for all ALS services, as follows:

On or before the 10th day of each quarter (October, January, April and July), the County shall pay the City the amount of $675,503 for FY2010, $690,364 for FY2011, $705,552 for FY2012, $721,074 for FY2013 and $736,938 for FY2014.

5. Both the City and County recognize that fire services fee rates are based on an average assessable five-year budget. Possible surplus revenues collected in the early years are intended to offset probable increased costs in the latter years of the five-year rate study period. Any excess funds at the end of each fiscal year will be transferred into a Fire Services Reserve fund for future appropriation.

6. Increases in annual appropriations to the Fire Services Fund shall be restricted to the growth rates in expenditures as identified in the Rate Study. Deviation from these growth rates will need to be approved by the AMC and ratified by the City Commission.

7. Within six months of the end of each fiscal year, both Parties shall make a financial determination as to the percentage of fire services fees and assessments collected in proportion to the amounts billed for Fire Services for that fiscal year. In the event the amount collected is less than 95% of the amount billed by or on behalf of that Party for such fiscal year, that Party shall be responsible for remitting funds necessary to equal 95% of the amount billed, to the Fire Fund. If an annual shortfall occurs in the Fire Services Fund the AMC shall determine whether Fire Services Reserve funds should be released to address the deficiency. If Fire Services Reserve funds are not adequate, the AMC may make a recommendation on how to address the shortfall to the Parties and may authorize a new rate study be undertaken.

Exhibit E

1. Effective Date; Term; Termination; Default.

A. This Agreement shall be effective on the Effective Date. The initial Current term shall commence on October 1, 2009 ("Commencement Date") and continue for a term of five years or until terminated in accordance with this Exhibit. This Agreement shall be extended automatically for an unlimited number of additional five (5) year terms, subject to the provisions of this Exhibit.

B. 1. Should either Party desire to terminate this Agreement, it may do so by adopting the appropriate resolution so declaring its intent to terminate and notify the other Party not later than eighteen (18) months before expiration of the then Current Term. In such event, this Agreement shall terminate at the end of the then Current Term.

2. Should both Parties desire to terminate the Agreement before expiration of the then Current Term, the Agreement shall be deemed terminated upon the effective date of such termination.

C. 1. Should the City repeal or in any manner amend the EMS MSTU Ordinance without the prior written consent of the County except as otherwise provided herein, the City shall be deemed in default and the County may at its option forthwith terminate this Agreement.

2. If either Party fails to comply with any of the material terms or conditions of this Agreement or defaults in any of its material obligations under this Agreement and shall fail, within thirty (30) calendar days after written notice from the other Party, to correct such default or noncompliance, the non-defaulting Party may, at its option, forthwith terminate this Agreement.

D. 1. If this Agreement is terminated, the ownership of all equipment, all vehicles, and all medical supplies provided by the County or purchased by the City solely with funding provided by the County under this Agreement, shall revert to the County. The City shall convey such property to the County, "AS IS" AND WITHOUT WARRANTY OF ANY KIND and without further liability therefore, no later than thirty (30) days after the effective date of such termination.

2. (a) Upon termination of this Agreement, the City agrees to sell, at the sole option of the County: (1) fire stations 10 through 14, inclusive of land, or any interest therein, and the structures attached thereto, to the County at a price equal to the City's investment in same, but in no event to exceed $525,000; and/or (2) fire station 15, inclusive of land, or any interest therein, and the structure attached thereto, to the County at a price equal to the City's investment in same; and

(b) Upon termination of this Agreement, the City agrees to sell to the County, at the sole option of the County, all firefighting apparatus and vehicles located in stations 10-14 for a price equal to the unamortized portion of the equipment cost using a 15 year depreciation schedule for each tanker/pumper and engine and a 10 year depreciation schedule for each quick response vehicles and brush truck. In the event that the County does not elect to purchase any station which is constructed on land provided by the County, the City shall have the option to purchase the land from the County at its Fair Market Value.

E. The grounds for termination and the remedies set forth in this Exhibit are intended to be cumulative with those set forth in other paragraphs of the Agreement, as well as those otherwise available to the parties at law or in equity.

2. ALS Equipment and Supplies.

The County shall provide to the City all non-capital equipment, all repair services and replacements for such equipment, and all medical supplies and medications, as specified by the Medical Director or otherwise provided for in the Medical Protocols for use by the City in providing ALS Services; provided, however, that such obligation shall not include providing any of the following items: long spine boards, Kendrick Extrication Device, Sager Traction Splint, portable suction device, or Basic Life Support bandaging supplies not being routinely purchased by the City on the date first written above. All equipment, medical supplies, and medications furnished by the County to the City shall be of the same type, brand, and kind as used by the County in relation to its provision of Emergency Medical Services. Upon termination of this Agreement, the City shall return to the County all such equipment, supplies and medications, which was provided by the County and is then in possession of the City.

3. Definitions.

Unless otherwise defined in this Agreement, the following words and phrases shall have the following meanings:

A. "Advanced Life Support" or "ALS" shall mean treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the FDOH.

B. "Agreement" shall mean this Agreement and all exhibits and documents that are expressly incorporated therein by reference.

C. "Basic Life Support" or "BLS" shall mean treatment of medical emergencies by a qualified person through the use of techniques such as patient assessment, CPR, splinting, obstetrical assistance, bandaging, administrative oxygen, administration of a subcutaneous injection using a pre-measured auto-injector of epinephrine to a person suffering an anaphylactic reaction, and other techniques

described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

D. "City" shall mean the City of Tallahassee, a Florida municipal corporation.

E. "County" shall mean Leon County, Florida, a Political Subdivision of the State of Florida, a Charter County.

F. "Current Term" shall mean the five (5) year term of this Agreement in effect at a particular point in time.

G. "Effective Date" shall mean the date upon which the last Party has fully executed this Agreement in accordance with the formalities imposed upon such entity required by Florida Law.

H. "Emergency Medical Services" or "EMS" shall mean the provision of ALS and BLS services.

I. "EMS Chief" shall mean the County employee primarily responsible for the administration and operation of the Leon County Emergency Medical Services Department.

J. "EMS MSTU Ordinance" shall mean City Ordinance No. 03-O-36AA adopted by the City on June 25, 2003, and all amendments thereto.

K. "FDOH" shall mean the Florida Department of Health.

L. "Fire Chief" shall mean the City employee primarily responsible for administration and operation of the Tallahassee Fire Department.

M. "Fire Services" shall mean the provision of the fire suppression and related services, facilities and programs. The term "Fire Services" does not include BLS or ALS services.

N. "Medical Director" shall mean the licensed emergency physician designated by the County to serve as the Medical Director with regard to the provision of Emergency Medical Services by the County and by the City, all in accordance with Chapter 401, Florida Statutes.

O. "Medical Protocol" shall mean any diagnosis-specific or problem-oriented written statement of standard procedure, or algorithm, promulgated by the Medical Director as the medically appropriate standard of out-of-hospital care for a given clinical condition.

P. "Party(ies)" means either the City or County, or both.

Q. "Primary Response Area" shall mean the area, within which City vehicles and personnel from a specified fire station shall have primary duties for response to requests for services.

R. "Volunteer Fire Department" or "VFD" shall mean volunteer firefighters who are members of existing and future County approved volunteer firefighting organizations in the unincorporated area of the County.

4. Leon County Volunteer Fire Departments.

A. The City shall establish mutual aid agreements with all Volunteer Fire Departments. Such agreements shall include dispatching, required training, on-scene command and control, communications, co-location, and VFD procurement of supplies and equipment using City contracts.

B. Surplus Apparatus Property: As determined by the Fire Chief, serviceable apparatus that has been phased out of Tallahassee Fire Department inventory by the City shall be offered for lease to the VFD at a cost of one (1) dollar per year.

5. Conditions Precedent.

The effectiveness of this Agreement shall be specifically conditioned upon both Parties approving the Rate Study, and by addendum incorporating same into this Agreement as Exhibit C, not later than September 30, 2009.

6. Miscellaneous Provisions.

A. Amendments. The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement, in accordance with general law.

B. Assignment. The Parties agree not to assign any of the services specified by this Agreement to a third-party without the prior written consent of the other Party.

C. Indemnification. Each party agrees to indemnify, defend and hold harmless the other party, its officials, officers, and employees, from and against all liabilities, damages, costs and expenses, including but not limited to a reasonable attorney's fee, to the extent the same are caused by the negligent or wrongful acts or omissions of the indemnifying party, or its officials, officers, or employees, in the performance of this Agreement. The liability of each party, as set forth in this Paragraph, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this Paragraph shall be deemed to alter said waiver or to extend the liability of a party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the indemnifying party may be entitled.

D. Conflict Resolution.

1. The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Paragraph. The provision of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give written notice to the other Party in writing, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

2. Should the Parties be unable to reconcile any dispute, the appropriate City and County personnel shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision, in writing, to the City Manager and County Administrator. If they are unable to reconcile their dispute, they shall report their impasse to the City Manager and the County Administrator who shall then convene a meeting of the City Manager and County Administrator at their earliest opportunity, but in any event within 20 days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

3. 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 10.010(c), Florida Rules for Mediators, and shall be selected by the Parties within 10 days following receipt of the Mediation Notice. The mediation shall also with sufficient knowledge and experience in Fire and Emergency Medical Service matters. 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.

4. 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).

(a) Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other (the "Respondent"), or a written demand therefore 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.

(b) Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall delivery 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.

(c) 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.

E. Reporting Requirement and Billing for Services. The City shall not be entitled to bill or otherwise charge, in any manner whatsoever, recipients of Emergency Medical Services provided under this Agreement, such authority hereby being reserved to the County. The City hereby assigns to the County any and all rights to recover the costs, expenses, charges or fees to be imposed upon recipients of such Emergency Medical Services provided by the City under this Agreement. The City shall promptly input and provide to the County all recipient patient and billing data received in the course of providing Emergency Medical Services under this Agreement.

F. Notice. If written notice to a Party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to the County as follows:

County Administrator
Leon County Courthouse
301 S. Monroe Street
Tallahassee, FL 32301

With a copy to –

Chief, Emergency Medical Services
2290 Miccosukee Road
Tallahassee, FL 32308

and to the City as follows:

City Manager
City Hall
300 S. Adams Street, Box A-21
Tallahassee, FL 32301

With a copy to –

Fire Chief
327 N. Adams Street
Tallahassee, FL 32301

G. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Leon County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

H. Force Majeure. A party's timely performance of its obligations under this Agreement, only to the extent it is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and only for as long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where that party could have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's performance. Neither party shall be liable to the other for damages caused by such events.

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