

INTERLOCAL AGREEMENT

ADVANCED LIFE SUPPORT ENGINE PARTERSHIP

THIS INTERLOCAL AGREEMENT, made and entered into this _____ day of _____ 2002, by and between Collier County, Florida, a political subdivision of the State of Florida, hereinafter called the “COUNTY” and the City of Naples, a Florida Municipal Corporation, hereinafter called the “CITY ”.

WITNESSETH

WHEREAS, the CITY and COUNTY will participate in consistent County Emergency Medical Services (EMS) Department medical direction, First Response EMS Paramedic Vehicle protocols, training and quality assurance on a countywide basis; and

WHEREAS, the CITY seeks to enhance EMS service further through a partnership with COUNTY; and

WHEREAS, the Advanced Life Support (ALS) Engine Program partnership provides for an CITY Firefighter/Paramedic and/or Firefighter/EMT work and train on a COUNTY EMS Paramedic Unit providing advanced life support paramedic duties and/or basic life support EMT duties; and

WHEREAS, The ALS Engine partnership provides for a COUNTY Paramedic/Firefighter to respond to 911 emergencies on a fire engine or rescue apparatus of the CITY to provide Advanced Life Support paramedic duties and fire suppression duties.

NOW, THEREFORE, In consideration of the above premises, and the mutual covenants, terms, and provisions contained herein, the COUNTY and CITY agree as follows:

SECTION I: COUNTY’S RESPONSIBILITY

- 1.0 The following specific services, duties, and responsibilities will be the obligation of the COUNTY, regarding the ALS Engine partnership.
- 1.1 The COUNTY EMS Department, as a sole license provider of advanced life support under Chapter 401, *Fla. Stat.* (2000) and Subtitle

64E-2, *Fla. Admin. Code* (2000) will license and equip (1) CITY fire engine or rescue apparatus as a non-transporting ALS vehicle under the COUNTY EMS license for the purpose of enhancing 911 medical responses.

- 1.2 The COUNTY EMS Department will provide one (1) Paramedic/Firefighter to the CITY 365 days per year, 24 hours per day to be utilized on a fire suppression vehicle licensed as an ALS nontransporting unit under the Board of County Commissioner's authority pursuant to Chapter 401, *Fla. Stat.* and Subtitle 64E-2, *Fla. Admin. Code*.

SECTION II: CITY OF NAPLES POLICE AND EMERGENCY SERVICES DEPARTMENT – FIRE OPERATIONS BUREAU'S RESPONSIBILITY

- 2.0 The CITY shall provide and perform the following specific services, duties and responsibilities regarding the ALS Engine Partnership.
- 2.1 The CITY will maintain one (1) ALS Engine or rescue apparatus, licensed and equipped by the COUNTY, at CITY Station 2 and will respond to medical 911 emergencies as directed by the COUNTY EMS protocol as an emergency medical response and fire suppression vehicle.
- 2.2 The CITY will establish and maintain the medical protocol, training and quality assurance programs of the County.
- 2.3 The CITY will provide one Firefighter/Paramedic or Firefighter/EMT to the COUNTY EMS Department 365 days per year, 24 hours per day to be stationed within the City of Naples Police and Emergency Services Department Fire Operations Bureau.

SECTION III: MUTUAL COVENANTS

- 3.0 The COUNTY will be responsible for assuring the CITY Firefighter/Paramedics and/or Firefighter/EMTs meet all requirements for licensure and recertification as Florida Certified Paramedics and/or EMTs. The CITY will be responsible for assuring that the COUNTY Paramedic/Firefighters meet all requirements for licensure and recertification as required by Florida Statutes and by the rules and regulations of the Division of State Fire Marshall's Bureau of Fire Standards and Training.

- 3.1 The COUNTY and the CITY will provide each other's department Paramedic/Firefighter similar training and internship programs as would be provided for a COUNTY or CITY employed Firefighter/Paramedic or Firefighter/EMT.

SECTION IV: OPERATING PROCEDURES

- 4.0 The CITY Firefighter/Paramedics and Firefighter/EMTs will meet the same requirements and perform under the same medical protocol, standard operating procedures, quality assurance program, general orders and chain of command as employees of the COUNTY EMS Department.
- 4.1 The COUNTY Paramedic/Firefighters will meet the same requirements and perform under the same standard operating procedures and chain of command as employees of the CITY.
- 4.2 The CITY and COUNTY will recognize the respective ranks of assigned Paramedic/Firefighters. COUNTY Paramedic/Firefighters will assume command on medical rescue calls. The CITY Firefighter/Paramedics or Firefighter/EMTs will assume command on fire suppression calls. Each department will provide the appropriate response of command personnel to incidents as necessary to maintain adequate scene command.

SECTION V: RESOLUTION OF CONFLICTS

- 5.0 If the two governing entities standard operating procedures, chain of command or any other unforeseen circumstances come into conflict regarding emergency medical patient care, these issues will immediately be decided in the following manner;
1. First and foremost by the medical needs of the patient.
 2. The COUNTY Paramedic/Firefighters and EMS command structure will have full jurisdiction until the issues involving the patient are resolved. Should issues arise that are unresolvable, the chain of command within each department will come together in an attempt to resolve those issues at the equivalent levels of each department and in unison move up the chain of command as necessary.

SECTION VI: SCHEDULING

6.0 The CITY Firefighter/Paramedics and Firefighter/EMTs will be assigned to a medic unit located out of EMS Station #15. The COUNTY EMS Department Paramedic/Firefighters will be assigned to an ALS Engine or Rescue Apparatus operating out of CITY of Naples Station 2.

SECTION VII: AGREEMENT TERM

- 7.0 The Interlocal Agreement shall remain in full force and effect from the date first above written and shall terminate upon completion of the services and responsibilities mutually preformed by the CITY and the COUNTY or until written notice of termination of same.
- 7.1 The COUNTY or the CITY may terminate this Interlocal Agreement prior to completion of all terms of said Interlocal Agreement upon thirty (30) days written notice to each other.
- 7.2 Upon execution of this Interlocal Agreement, the CITY agrees not to submit an application for a Certificate of Public Conveyance and Necessity for a period of 5 years or until this Agreement is terminated, whichever is earlier.

SECTION VIII: INSURANCE

- 8.0 The CITY and COUNTY shall maintain insurance in the minimum amounts and types required by Florida State Statutes.
- 8.1 The CITY and COUNTY agree that either party may be self-insured on the condition that all self-insurance must comply with all State laws and regulations and must meet with the approval of the other party to this Interlocal Agreement.
- 8.2 To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28 Florida Statutes, the CITY and COUNTY agree to hold harmless the other, their employees, and agents against any and all claims and or damages by or on behalf of any person, employee, or legal entity arising from their respective negligent acts pursuant to this agreement to allow employees of City to occupy and ride in County vehicles. Nothing is intended to alter either party's

immunity in tort or otherwise impose liability on the CITY or COUNTY when it would not otherwise by law be responsible.

SECTION IX: MISCELLANEOUS

- 9.0 This Interlocal Agreement shall be governed by and construed under the laws of the State of Florida. In the event any litigation is instituted by way of construction or enforcement of the Interlocal Agreement, the party prevailing in said litigation shall be entitled to collect and recover from the opposite party all court costs and other expenses, including reasonable Attorney's fees.
- 9.1 It is understood that this Interlocal Agreement must be executed by both parties prior to the CITY and COUNTY commencing with the work, services, duties and responsibilities described heretofore.
- 9.2 Prior to its effectiveness, this Interlocal Agreement and any subsequent amendments shall be filed with the Clerk of Courts for the Circuit Court for Collier County pursuant to FS 163.01 (II). The COUNTY shall file said agreement as soon as practicable after approval and execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed by their appropriate officials, as of the date first above written.

COLLIER COUNTY, FLORIDA, a
Florida Political Subdivision

ATTEST
Dwight E. Brock, Clerk

By: _____
James N. Colletta, Chairman

Approved as to form and legal
Sufficiency:

Ramiro Manalich
Assistant County Attorney

CITY OF NAPLES, a Florida
Municipal Corporation

By: _____
Bonnie R. MacKenzie, Mayor

ATTEST:

Tara A. Norman, City Clerk

DATED: _____

Approved as to legal form and content:

Robert D. Pritt, City Attorney

P/Resnew/CEMS ALS Agrmt

