

INTERLOCAL AGREEMENT

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ADVANCED LIFE SUPPORT PARTNERSHIP
BETWEEN COLLIER COUNTY AND CITY OF NAPLES

THIS INTERLOCAL AGREEMENT, made and entered into this 22nd day of May 2007, by and between the Board of County Commissioners, Collier County, Florida, a political subdivision of the State of Florida, (hereinafter called the "COUNTY") and the CITY OF NAPLES, "hereinafter called the "CITY").

PURPOSE

The purpose of this interlocal agreement is to provide quality and cost effective fire rescue and emergency medical services to the residents of the City of Naples and Collier County. The recognition and utilization of existing and future personnel skills, qualifications and resources is in the interest and benefit of both agencies and the public we serve.

WITNESSETH

WHEREAS, the CITY and COUNTY seek to enhance emergency service further through a continued partnership; and

WHEREAS, the Advanced Life Support (hereinafter "ALS") partnership provides for a CITY Firefighter/Paramedic and/or Firefighter/Emergency Medical Technician, (hereinafter "EMT"), to work and train on a COUNTY Advanced Life Support Transport Unit providing firefighter / paramedic duties and/or basic life support EMT duties; and

WHEREAS, The ALS partnership provides for a COUNTY Paramedic/Firefighter to work and train on a CITY Fire-Rescue unit providing firefighting and paramedic duties; and

WHEREAS, the CITY and COUNTY work cooperatively to assure appropriate response of sufficient emergency medical resources.

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

SECTION I: DEFINITIONS

- 1.0 **ALS** means 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 COUNTY Medical Director.
- 1.1 **BLS** means treatment of medical emergencies by a qualified person through the use of techniques such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, and other techniques which have been approved and are performed under conditions specified by rules of the COUNTY Medical Director.
- 1.2 **FTO** means a Field Training Officer; a certified paramedic recognized by the Medical Director as having sufficient skill and experience to train and direct medical providers in working under the approved medical protocols.
- 1.3 **QA/QI** means Quality Assurance / Quality Improvement which is the Medical Director approved program which assesses and monitors the medical performance of Paramedics and Emergency Medical Technicians.
- 1.4 **PCR** means the Patient Care Record which chronicles the medical treatment of the patient.
- 1.5 **MOU** means a Memorandum of Understanding between agencies.
- 1.6 **Licensed** means a non-transporting ALS fire apparatus and rapid response vehicle operating under the ALS license issued to COUNTY Emergency Medical Services Department (hereinafter "EMS") for the purpose of enhancing 911 medical responses.

or

- 1.7 **Non-licensed** means to any response vehicle that is not required by State Statute to be licensed, but is authorized by the Medical Director.

SECTION II: COUNTY'S RESPONSIBILITY

The following specific services, duties, and responsibilities will be the obligation of the COUNTY:

- 2.0 The COUNTY will provide through the County's EMS; medical direction, medical protocols, training and quality assurance on a countywide basis.
- 2.1 The COUNTY will maintain at least one (1) ALS transport unit staffed by the CITY and the COUNTY under the Board of Commissioner's (hereinafter "BCC") authority pursuant to the current Chapter 401, *Fla. Stat.* and Subtitle 64E-2, *Fla. Admin. Code* at ~~Marco Island Station 50~~ Naples Fire Station 2 as a first-due apparatus on all medical, rescue and fire incidents.
- 2.2 The COUNTY, as a sole licensed provider of advanced life support under Chapter 401, *Fla. Stat.* and Subtitle 64E-2, *Fla. Admin. Code*, will license a total of three (3), CITY fire apparatus or response vehicles as non-transporting ALS vehicle(s) under the COUNTY EMS license for the purpose of enhancing 911 medical responses.
- 2.3 The COUNTY will provide the initial ALS equipment and medical supplies to all County recognized licensed ALS fire apparatus/rapid response vehicles and non-licensed ALS response vehicles, staffed 365 days per year, 24 hours per day including those stationed at the following locations:
1. Engine 01, 855 8th Avenue South, Naples,
 2. Engine 02, 977 26th Avenue North Naples
- 2.4 The COUNTY will license and equip additional vehicles as non-transporting ALS vehicles, as identified in 2.3 and mutually agreed upon, under the COUNTY EMS license during the term of this Interlocal Agreement.
- 2.5 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 fire apparatus vehicle(s) 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*.
- 2.6 As pursuant to Chapter 401, *Fla. Stat.* and Subtitle 64E-2, *Fla. Admin. Code*, the City may operate any of their licensed and/or non-licensed ALS vehicles or apparatus as a BLS responder when a paramedic does not staff the vehicle.

SECTION III: CITY'S RESPONSIBILITY

The following specific services, duties, and responsibilities will be the obligation of the CITY:

- 3.0 The CITY will provide through the Naples Police and Emergency Services Department; Incident Command, incident safety direction, fire rescue standard operating guidelines and training on a regional basis.
- 3.1 The CITY will maintain two (2) ALS apparatus, licensed and equipped by the COUNTY, at locations referenced in Section 2.3. These unit(s) will be designated within the County Sheriff's Office and Naples Police and Emergency Services Department Communications Division's Computer Aided Dispatch (CAD) programs to automatically respond to medical incidents with, or in place of, an ALS transport unit committed to a previous medical, rescue or fire operation in accordance with the COUNTY's Emergency Medical Dispatch protocol as an emergency medical response and/or fire suppression vehicle. The CITY will maintain one (1) additional ALS Apparatus licensed by the COUNTY and equipped by the CITY. This unit will be designated as a reserve ALS Apparatus to be only used when staffing allows.
- 3.2 The CITY will comply with medical protocol, and will participate in medical training and quality assurance programs in accord with the COUNTY.
- 3.3 The CITY will provide one (1) Firefighter/Paramedic or Firefighter/EMT to the COUNTY 365 days per year, 24 hours per day to be utilized on the ALS transport unit assigned to Station 02.
- 3.4 The CITY may provide at least one (1) MOU Training Coordinator, approved by the medical director, to function as a Field Training Officer (FTO) / Supervisor for CITY Paramedic and EMT training.
- 3.5 The CITY will designate a representative to the COUNTY a Medical Director approved Quality Assurance member to participate on the ALS Non-Transport Quality Assurance Committee.

- 3.6 The CITY may provide additional non-licensed ALS vehicles when paramedic staffing allows.
- 3.7 The CITY may provide additional medical equipment and advanced service with the approval of the COUNTY.
- 3.8 The CITY shall be responsible for replacing expendable medical supplies and for the cost of repair and maintenance of all ALS equipment supplied by the COUNTY, not on County staffed vehicles.

SECTION IV: MUTUAL CONVENANTS

- 4.0 The COUNTY in coordination with the CITY will be responsible for verifying that CITY Firefighter/Paramedics and/or Firefighter/EMTs meet all requirements for State licensure and recertification as Florida Certified Paramedics and/or EMTs. The CITY in coordination with the County will be responsible for verifying that the COUNTY Paramedic/Firefighters meet all requirements for licensure and recertification as required by law (e.g., Florida Statutes, Florida Administrative Code, and rules and regulations of the Division of State Fire Marshall's Bureau of Fire Standards and Training.)
- 4.1 The COUNTY and the CITY will provide each other's department employees similar training and internship programs as would be provided for a COUNTY or CITY employed Firefighter/Paramedic or Firefighter/EMT.
- 4.2 Necessary qualifications for both CITY and COUNTY firefighter/paramedics will be cooperatively developed and defined within the Collier County Fire Chiefs' Association (CCFCA) Firefighter Cross Training Program, and Collier County Medical Director's Paramedic Qualification/Certification Matrix.
- 4.3 The COUNTY and CITY will work cooperatively to identify and request appropriate grants in order to improve the operations and service capabilities of both departments.
- 4.4 The operational decision to change the location of either apparatus assignment identified in sections 2.1 or 3.3 may be changed by mutual written consent between the Chief of the CITY's Fire Rescue and COUNTY's County Manager or his designee (e.g. Chief of EMS).

SECTION V: OPERATING PROCEDURES

- 5.0 The CITY Firefighter/Paramedics and Firefighter/EMTs will meet the same requirements and perform at the appropriate medical protocol as defined by the COUNTY EMS Medical Director, standard operating procedures, quality assurance program, general orders and chain of command as employees of the COUNTY EMS Department.
- 5.1 The CITY Firefighter/Paramedics shall be certified to perform as ALS Engine Paramedics under current medical protocol. The COUNTY EMS Medical Director shall regularly evaluate the skills of the CITY Paramedics for consideration of expanding the medical protocol under which they perform.
- 5.2 The COUNTY EMS Department Paramedic/Firefighters will meet the same requirements and perform under the same Fire specialized response protocols, standard operating procedures and chain of command as employees of the CITY.
- 5.3 The ALS Partnership Operations Plan, Attachment A, may be revised by mutual written consent between the Chief of the CITY's Fire Rescue and COUNTY's County Manager or his designee (e.g. Chief of EMS). Such revisions must not conflict with the terms and standards set forth in this Agreement.
- 5.4 Licensed and non-licensed ALS vehicles, programs, personnel or details may be developed and implemented by joint agreement and in cooperation between the CITY and COUNTY. Such resources may not conflict with the standards set forth in this agreement.
- 5.5 The CITY and COUNTY EMS Department will recognize the respective ranks and abilities of assigned personnel.
- 5.6 All discipline and investigations leading to discipline will be handled by the respective employing agency.
- 5.7 The CITY and COUNTY will utilize Command Staff and assets for logistical, support, and operational needs for national, state and local emergencies.
- 5.8 The State of Florida recognized Incident Management System (IMS) is the standard for emergency operations. The CITY shall assume command and control of all incidents where the CITY is the Authority Having Jurisdiction. In all instances where the CITY has established command, COUNTY EMS shall assume responsibility for, and be in charge of, patient care.
- 5.9 The COUNTY and CITY will jointly develop medical recordkeeping procedures and share statistical data.

SECTION VI: RESOLUTION OF CONFLICTS

- 6.0 If the two governing entities standard operating procedures, chain of command or any other unforeseen circumstances come into conflict issues will immediately be decided in the following manner;
1. First and foremost by the medical needs of the patient and responder safety.
 2. The COUNTY will have jurisdiction of medical issues concerning appropriate patient care.
 3. The CITY will have jurisdiction of fire/rescue issues concerning operations and safety.
 4. Conflicts involving patient care issues will be resolved through a QA/QI process.
 5. Should conflicts 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 VII: AGREEMENT TERM

- 7.0 This Interlocal Agreement supersedes the agreement titled "Interlocal Agreement Advanced Life Support Engine Partnership, between the CITY and COUNTY, dated June 25, 2002.
- 7.1 The Interlocal Agreement shall remain in full force and effect from the date first above written and shall terminate after written notice of termination.
- 7.2 This Interlocal Agreement shall be reviewed and renegotiated as necessary after three (3) years. Absent termination or amendment to this Interlocal Agreement, the term of this Interlocal Agreement will automatically renew in (3) three year periods. Nothing within this Agreement shall preclude review and amendment of any provision within the three (3) year period or successive renewal periods when such amendment is mutually agreed to in writing by the COUNTY and CITY.
- 7.3 Either the COUNTY or the CITY may terminate this Interlocal Agreement after providing written notice of its intent to terminate at least ninety (90) days in advance of the date of termination.
- 7.4 In the event that the COUNTY's Medical Director determines that the CITY's failure to fulfill any of the obligations under this Agreement adversely affects or may adversely affect the medical needs of the patient and/or responder safety, EMS may provide written notice to CITY of its intent to recommend that the BCC terminate this Agreement. BCC consideration of termination of this Agreement must occur at the next available regular meeting of the BCC. Advance notice of the BCC meeting date and agenda item must be provided to the Medical Director and CITY. Unless otherwise determined by the BCC at the meeting, the notice of intent to recommend that the BCC terminate this Agreement shall be deemed to be fully sufficient and to have commenced the (90) ninety day notice period. In the alternative, the BCC at the meeting may, after receiving information from the Medical Director and CITY, terminate this Agreement without further action or notice to the CITY. Nothing in this Agreement shall limit the authority of the Medical Director as set forth in the Florida Statutes and the Florida Administrative Code.
- 7.5 The terminating party must also provide the non-terminating party's representatives with an opportunity to consult with the terminating party's representatives regarding the reason(s) for termination during the notice periods provided in Section VII of this Agreement.

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 *Florida Statutes*, Section 768.28 CITY and COUNTY agree to hold harmless the other, their employees and agents against any and all claims and/or damages by or behalf of any person, employee or legal entity arising from their respective negligent acts pursuant to this Interlocal Agreement that allows employees of the other to occupy and ride in each other's vehicles. Nothing is intended to alter either party's immunity in tort or otherwise impose liability on CITY or the COUNTY when it would not otherwise 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 this Interlocal Agreement, the party prevailing in said litigation shall be entitled to collect and recover from the non-prevailing 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 to this Agreement (including amendments to the ALS Partnership Operations Plan, Attachment A), 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 this Interlocal 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.

ATTEST:
Dwight E. Brock, Clerk

BOARD OF COUNTY COMMISSIONERS OF
COLLIER COUNTY, FLORIDA

By: [Signature]

Attest as to Chairman's
signature only

Approval as to form and legal
Sufficiency:

[Signature]
Jennifer A. Belpedio
Assistant County Attorney

By: [Signature] 5/22/07
Jim Coletta, Chairman

NAPLES CITY COUNCIL

BY: [Signature]
Bill Barnett, Mayor

[Signature]
ATTEST
Tara Norman, Clerk

Approval as to form and legal Sufficiency:

[Signature]
Robert D. Pritt
City Attorney

ATTACHMENT A

**COLLIER COUNTY EMERGENCY MEDICAL SERVICES / FIRE DEPARTMENT AND
NAPLES FIRE AND RESCUE DEPARTMENT**

ALS PARTNERSHIP OPERATIONS PLAN

REFERENCE: ALS Program Interlocal Agreement, *May 22nd*, 2007

PURPOSE: To provide quality and cost effective fire rescue and emergency medical services to the residents of the City of Naples (PESD) and Collier County (COUNTY). The recognition and utilization of existing and future personnel skills, qualifications and resources is in the interest and benefit of both agencies and the public we serve.

1. QUALIFICATION REQUIREMENTS

- a. COUNTY Paramedic/Firefighters utilized on designated fire apparatus must maintain the following valid and current qualifications:
 - i. Florida Bureau of Fire Standards and Training Certificate of Compliance for Minimum Standards (Firefighter II);
 - ii. Florida Bureau of Emergency Medical services and Community Health Resources Paramedic Certification;
 - iii. Emergency Vehicle Operator Certification in accordance with F.A.C. Chapter 64E;
 - iv. Collier County Medical Director's Paramedic Certification/Qualification Matrix Rescue Paramedic and;
 - v. Collier County Fire Chiefs' Association Firefighter Cross Training Certification.

- b. PESD Firefighters utilized on the County Medic unit must maintain the following valid and current qualifications:
 - i. Florida Bureau of Fire Standards and Training Certificate of Compliance for Minimum Standards (Firefighter II);
 - ii. Florida Bureau of Emergency Medical services and Community Health Resources EMT or Paramedic Certification;
 - iii. Emergency Vehicle Operator Certification in accordance with F.A.C. Chapter 64E and;
 - iv. Collier County Medical Director's Orientation, as referenced in the Collier County Medical Director's Paramedic Certification/Qualification Matrix

- c. At least one PESD Firefighter/Paramedic utilized on licensed PESD ALS apparatus or vehicle must maintain the following valid and current qualifications;
 - i. Florida Bureau of Fire Standards and Training Certificate of Compliance for Minimum Standards (Firefighter II);
 - ii. Florida Bureau of Emergency Medical services and Community Health Resources Paramedic Certification and;
 - iii. Emergency Vehicle Operator Certification in accordance with F.A.C. Chapter 64E and;
 - iv. Collier County Medical Director's Paramedic Certification/Qualification Matrix Engine Paramedic Certification or above.
- d. PESD Firefighter/Paramedics utilized in non-licensed apparatus or assignments must maintain the following valid and current qualifications;
 - i. Florida Bureau of Fire Standards and Training Certificate of Compliance for Minimum Standards (Firefighter II);
 - ii. Florida Bureau of Emergency Medical services and Community Health Resources Paramedic Certification and;
 - iii. Emergency Vehicle Operator Certification in accordance with F.A.C. Chapter 64E and;
 - iv. Collier County Medical Director's Paramedic Certification/Qualification Matrix Engine Paramedic Certification or above.

2. SCHEDULING AND POSITION ASSIGNMENTS

- a. The COUNTY and PESD Chiefs or their designee, must approve all Exchange Program participants.
- b. The COUNTY Battalion Chief 80 and PESD Battalion Chief 01 will consult openly in order to assure continuity and efficiency.
- c. The COUNTY will continuously provide PESD with one [1] COUNTY Paramedic/Firefighter as qualified within Section 1, a for use on a designated ALS apparatus or vehicle.
- d. PESD will continuously provide the COUNTY with one [1] PESD Firefighter as qualified within Section 1. b. for use on the appropriate designated apparatus or vehicle.
- e. Exchange Program participants will participate in appropriate on-duty training, station duties and unit assignments in accordance with assignment and rank.
- f. It is recognized by COUNTY and PESD that harmonious and productive relationships between all personnel are necessary. Teamwork and cooperation is encouraged and expected.

- g. Applicable COUNTY and/or CITY policies, practices, procedures, standard operating guidelines, general orders, protocols and/or applicable Bargaining Unit Contract language will be observed.

3. COMMUNICATION AND DISPATCH

- a. COUNTY and PESD staff will assure all personnel operate on the appropriate radio frequency, unit identifier dispatch and zone coverage protocol in accordance with Computer Aided Dispatch (CAD) and the CCFCA Communications Manual. Designated assignments are outlined as follows:
 - i. Medical Director approved Emergency Medical Dispatch (EMD) Models shall be designed to assure the initial response of appropriate ALS licensed apparatus.
 - ii. COUNTY and PESD chief officers will utilize available PESD licensed resources to assure ALS coverage is continuously maintained within the City of Naples.
 - iii. COUNTY and PESD chief officers will assure licensed and non-licensed ALS assets will respond to out-of-district emergencies or coverage when identified by CAD as the closest available ALS unit.
- b. Applicable COUNTY and/or CITY policies, practices, procedures, standard operating guidelines, general orders, protocols and/or applicable Bargaining Unit Contract language will be observed.

4. DOCUMENTATION

- a. The first arriving licensed and non-licensed ALS unit will document each patient contact in a hand written Patient Care Report (PCR). The PCR must record any notations from on-scene patient treatment, patient identifying data completed and collected prior to transfer of patient care, AR number, Dispatch times, and crew signatures with State paramedic or EMT license numbers. When ALS units arrive at the same time, the PCR will be completed by the transporting unit. Shift PCRs are to be collected in a secured envelope with completed coversheet and submitted to the appropriate EMS representative.
- b. Before the end of shift, an accurate and complete EMS2000 report will be electronically transmitted for each patient contact 100% of the time. All BLS/ALS procedures performed by the personnel assigned to the ALS response will be fully documented. "CHART" format with documented "BSP" is required.
- c. Prior to 0900hrs, or as call volume permits, Battalion 50 or designee must fax or email a complete ALS Engine Staffing Report to Battalion 81's office. An updated report will be provided to Battalion 81 prior to or at the end of shift to reflect staffing changes during that tour. Battalion 81 will fax a complete EMS Staffing report to Battalion 50's office.

5. QUALITY ASSURANCE

- a. PESD will appoint a Medical Director approved "Quality Assurance (QA) member to participate on the ALS Non-Transport Quality Assurance Committee, and will be granted privileges to enable them to review their department's EMS 2000 PCR's.
- b. At the discretion of the Medical Director or designee, routine or informational QA Review may be handled by the PESD member. The QA Committee will provide the member with appropriate documentation detailing the area of interest. The member shall review and complete the material with the PESD personnel and return all necessary documentation to the ALS Non-Transport QA Committee within thirty [30] calendar days.
- c. In the event the Medical Director orders remediation, the QA member shall be present understanding that confidential medical information will be discussed. If a significant issue is identified by the QA Committee, the EMT or Paramedic may be immediately prohibited from providing patient care until all processes are completed.

6. TRAINING

- a. PESD will appoint a Medical Director approved "EMS Training person(s)" to work as an adjunct for the Collier County EMS Training Center so to instruct PESD personnel in pre-hospital medicine and protocol.
- b. The PESD Training person(s) is qualified to instruct PESD firefighter paramedics or EMTs Medical Director approved in-services, certifications, classes, etc.
- c. Any curriculum taught by the PESD EMS Training person(s) must be submitted with a complete student roster to the Medical Director in order to qualify for County accreditation. In addition, the EMS Training person(s) will be granted privileges to EMS 2000 to accurately record continuing education hours of any personnel completing their training.
- d. PESD will provide to the State Fire College appropriate approved training documentation for recognized State approved fire classes.