

**INTERLOCAL AGREEMENT FOR FIRE AND RESCUE SERVICES
BY AND BETWEEN
COLLIER COUNTY AND GREATER NAPLES FIRE RESCUE DISTRICT**

This Interlocal Agreement, made and entered into this 24th day of March, 2020, by and between the Board of County Commissioners of Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the Greater Naples Fire Rescue District, an Independent Special District created under Chapter 2014-240, Laws of Florida, as subsequently amended, and operated pursuant to Chapter 191, Florida Statutes (hereinafter referred to as "Greater Naples").

RECITALS:

WHEREAS, by Ordinance No. 78-49, as subsequently amended, the County created the Ochopee Municipal Fire Services Taxing District (hereinafter referred to as the "Ochopee Fire Control District"), "for the purpose of providing, equipping, operating, and maintaining a rescue and fire department within the district; to buy, lease, sell, exchange or otherwise acquire, hold and dispose of equipment and other personal or real property and to provide an adequate water supply for fire prevention and protection purposes; to employ and discharge employees and authorize them to enter upon private and public property at reasonable times to inspect, combat and investigate possible and actual fire hazards and occurrences; to promulgate rules and regulations for the prevention and control of fire and to otherwise protect persons and property within the district;" and

WHEREAS, the parties entered into an Interlocal Agreement for Fire and Rescue Services dated September 13, 2016, which was amended and extended by an agreement dated July 9, 2019, which agreements related to (1) the consolidation of the Ochopee Fire Control District into Greater Naples, which requires appropriate action by the Florida Legislature and approval at referendum of the qualified electors within the Ochopee Fire Control District, and (2) the management of the Ochopee Fire Control District by Greater Naples until consolidation occurred; and

WHEREAS, the County would like Greater Naples to continue to manage the Ochopee Fire Control District including its fire stations, Fire Stations 60, 61, and 66 ("Fire Stations"), on behalf of the Board of County Commissioners, which Greater Naples is willing to do, pursuant to and in accordance with the terms of this Interlocal Agreement, which is intended to supersede and replace the prior Interlocal Agreements set forth above; and

WHEREAS, the Interlocal Cooperation Act of 1969 set forth in Chapter 163, Florida Statutes, authorizes the joint exercise of any power, privilege, or authority which the public agencies involved might separately exercise.

WITNESSETH:

NOW, THEREFORE, in accordance with the mutual covenants contained herein, the parties agree as follows:

1. **TERM OF AGREEMENT/LEGISLATION:** This Agreement shall commence on March 1, 2020 and will terminate on September 30, 2033, unless terminated in accordance with section 14) Greater Naples agrees to initiate legislation to expand the Greater Naples' boundaries to include the Ochopee Fire Control District ("consolidation") no later than the 2022 Florida legislative session.

2. **FUNDING/TERMS OF PAYMENT:** The County will continue to set the annual millage rate for the Ochopee Fire Control District at 4.0 mills. The County will pay Greater Naples in monthly installments the equivalent of the amount that is collected by the County from the Ochopee Fire Control District based on 4.0 mills being levied, net of costs required to be paid to the property appraiser, tax collector, as well as any other associated fees and costs. The County will provide a monthly accounting of all revenue and expenses including any withheld costs and fees.

Prior to the receipt of ad valorem property tax revenue, which generally does not post until late November, the County will pay to Greater Naples on or about October 1st, a sum equal to two-twelfths (2/12) of 95% of ad valorem proceeds budgeted to be collected within the Ochopee Fire Control District. Thereafter, beginning with the December posting and with the subsequent monthly postings, the County will pay to Greater Naples the exact amount of ad valorem proceeds posted until the last monthly posting (generally in June or July). In August, after the last ad valorem tax receipt is posted, the County will pay to Greater Naples a true up amount, which is defined as the total amount equal to the ad valorem revenues posted to the County's accounting system less the amount paid. In no instance will the amount paid to Greater Naples exceed the amount equal to the ad valorem revenue posted in the County's accounting system for the Ochopee Fire Control District.

In addition, until consolidation, Collier County will pay in the first quarter of the fiscal year to Greater Naples for the term of the Agreement, the revenue amount budgeted as "Transfer from 001 General Fund" consistent with the FY 17 approved budget figure in the amount of \$565,100.

Upon successful enactment of state legislation allowing consolidation, the County will pay Greater Naples an additional sum of \$250,000 to offset the cost of capital replacements and upon successful passage of a referendum by the qualified electors within the Ochopee Fire Control District electors in favor of consolidation, the County will pay Greater Naples an additional sum of \$250,000 to offset the cost of capital replacements.

At year end, other eligible, appropriate and legally available non ad valorem revenue posted to the accounting system such as Impact fees, Inspection fees, and Excess fees returned from the property appraiser and tax collector, etc., will be paid to Greater Naples with the explicit understanding that the year ending cash balance will not drop below 110% of the amount needed to fund the next year's initial payment installment, which is due on or about October 1st. The County will provide the District with the County's annual audit-specific to the Ochopee Fire Control District.

In the event of consolidation, the audited financial reserves associated with the Ochopee Fire Control District, if any, shall be remitted to Greater Naples.

Greater Naples will provide audited or CPA reviewed financial accounting of expenditures related to the operation of the Ochopee Fire Control District.

Florida Department of Transportation ("FDOT") Station 63 Firefighter/Paramedic and Funding: In accordance with the FDOT agreement for funding Station 63 (Alligator Alley) attached as Exhibit B, Collier County will provide one firefighter paramedic to staff Station 63 twenty-four (24) hours, seven (7) days a week. Collier County will invoice Greater Naples for the salary and benefits, which shall not exceed the budgeted line item amount as stated in the FDOT agreement associated with this service with backup documentation sufficient to support Greater Naples in requesting FDOT reimbursement. The County will be responsible for any Collier County firefighter-paramedic cost share required by the FDOT agreement and any Collier County firefighter-paramedic line item expense overages.

Collier County and Greater Naples will work cooperatively with FDOT and the Florida Legislature to establish permanent funding for said station.

3. SERVICE LEVEL: Fire protection and rescue services provided by Greater Naples will include all emergency and non-emergency services normally performed by Greater Naples, including all those services required by law. Greater Naples strives to meet a standard of three (3) personnel per station. All decisions on staffing and equipment will be made by Greater Naples. This Agreement does not alter any Mutual Aid or closest unit response agreements between the parties. Service levels will include, at a minimum, the following:

- Up to three firefighters, but a minimum of two (1 lieutenant, 1 driver/engineer, 1 firefighter) assigned to one (1) Class-A fire apparatus, 24 hours each day stationed at each of the two Fire Stations (Everglades City #60 and Port of the Isles #61), which shall at all times remain open, operational, and fully staffed with no "brown out" shifts.
- Marine capability as provided on the date of this Agreement.
- Fire prevention and investigative services.
- Fire inspections and new occupancy inspections.
- On-duty Shift Commander available at all times.
- Reserve fire engine available when necessary
- Other apparatus (brush attack, air trucks and squads) available as needed.
- Preparation and coordination of emergency preparedness activities.

4. ADMINISTRATION AND PUBLIC RECORDS: Greater Naples will provide all required administrative and support services and will provide statistical and data analysis and copies of any Ochopee Fire Control District records to the County upon request. Greater Naples will be responsible for all personnel administration, which includes at a minimum, hiring, promotions, disciplinary action up to and including termination, planning, organizing, directing, and coordinating the work of all personnel, and developing and implementing training programs. Greater Naples will immediately report to the County any Ochopee Fire Control District records that are lost, stolen, or destroyed by any means.

Greater Naples agrees to comply, at its own expense, with the Florida Public Records Law, Chapter 119, Florida Statutes. Collier County agrees to comply, at its own expense, with the Florida Public Records Law, Chapter 119, Florida Statutes.

5. PUBLIC RELATIONS AND OTHER SERVICES: The Greater Naples Fire Chief or designee will prepare the agenda for and attend Ochopee Fire Advisory Committee meetings and will liaison with outside agencies, the media, and the public. The Fire Chief or designee will prepare and forward quarterly activity reports to the County Manager; and will provide any information requested by the County Manager or the Board of County Commissioners.

6. PERSONNEL: All services provided under this Agreement will be under the supervision of Greater Naples and will be performed by employees of Greater Naples. Should this Agreement terminate without consolidation, the County will re-hire any employees previously employed by the County at the Ochopee Fire Control District under the same conditions in which they were first hired by Greater Naples:

- a. Assuming those employees have been continuously employed by Greater Naples since November 1, 2016;
- b. That there have been no adverse personnel events that would prevent rehire by the County; and
- c. Subject to any rights under existing collective bargaining agreements at the time of rehire.

7. OWNERSHIP OF VEHICLES, FACILITIES AND EQUIPMENT: An inventory and inspection of all supplies, vehicles and equipment located within the Ochopee Fire Stations or otherwise owned by the district was jointly conducted prior to the effective date of this agreement and a report of same compiled and accepted by both parties. It is expressly understood and agreed by the parties that the title to these facilities, supplies, vehicles and equipment listed in the Inventory Report, attached as Exhibit A, will remain the property of the County except as provided for below. Until consolidation, the Greater Naples agrees not to lease, loan, sell, sublet, assign, or mortgage any item on this Inventory Report, or the Fire Station itself, without the County's prior written consent. Greater Naples will report a loss or significant damage to County fixed asset inventory in writing.

Ownership of vehicles purchased through the FDOT Agreement for funding Station 63 will be transferred to Greater Naples upon execution of this Agreement in accordance with FDOT grant requirements. Ownership of said vehicles will be assigned to the responsible agency as identified in the Agreement with FDOT in perpetuity.

In the event of a consolidation, all assets listed in the Inventory Report shall become the property of Greater Naples and the County shall execute all necessary documents to ensure the timely transfer to Greater Naples. All equipment is to be used to perform the services included herein and must remain accountable within the Greater Naples and Ochopee Fire Control District unless being maintained or repaired. In addition:

- a) The County reserves the right to station a Collier County EMS ambulance and personnel

and equipment at Ochopee Fire Stations at no charge in accordance with a separate agreement upon agreement between the Chiefs.

b) Until consolidation, the County shall conduct a biennial physical and/or mechanical inspection, to commence from the effective date of this Agreement to ensure that the assets on the Inventory Report are properly maintained in accordance with the requirements of this Agreement. The County shall provide Greater Naples with 72-hour notice of a planned inspection.

c) For any non-routine, single Capital expense exceeding \$5,000 related to the equipment, vehicles, and inventory items referenced in paragraphs 7 and 10, Greater Naples may request financial assistance from the County.

8. VEHICLE MAINTENANCE: Greater Naples shall repair and maintain, at its sole cost and expense, all vehicles identified in the Inventory Report in first-class condition and repair in accordance with the vehicle manufacturer's warranty and maintenance guidelines, Florida Administrative Code Chapter 14-90 Safety Rules, as amended, and all NFPA required testing, maintenance, practices, and procedures. Greater Naples shall maintain a complete and accurate record with respect to vehicle maintenance and repairs.

Until Consolidation, Greater Naples shall report any accident of a vehicle listed on the Inventory Report. or significant Building damage to the County.

9. RETURN OF VEHICLE: If termination of this Agreement occurs without consolidation, Greater Naples shall return all vehicles identified in the Inventory Report to the County in the same condition in which they were received by Greater Naples, ordinary wear and tear and natural depreciation excepted. Tires shall be in good condition with a minimum average of no less than 7/32" tread remaining.

10. EQUIPMENT AND ASSET MANAGEMENT: Greater Naples accepts responsibility for and will maintain all equipment and Fire Stations in the condition in which it was received at the time this Agreement becomes effective less normal wear and tear. Greater Naples will submit to the County in a form prescribed by the County, Division or Clerk of Court annual inventory data within thirty (30) days upon receiving the form or request. The County or its designee reserve the right to make on-site inspections upon 72 hours' notice and shall receive the full cooperation of the District, until consolidation is complete.

Greater Naples shall repair or replace any such property lost, stolen or damaged with like replacements, if deemed necessary by Greater Naples Management.

Greater Naples will assume all cost for utilities, telephone service, cable and internet service at the Fire Stations.

11. INSURANCE: Greater Naples shall at its own expense carry, maintain, and provide current copies to the County of same, insurance coverage through the County or from responsible companies duly authorized to do business in the State of Florida as follows:

a) Workers' Compensation limits shall be on a statutory basis in accordance with Florida Statutes, Chapter 440. Workers' Compensation coverage shall be extended to include coverage for claims under the United States Longshoreman and Harbor Workers Act. Policy must include Employers Liability coverage with a limit of not less than \$1,000,000 each accident.

b) Commercial General Liability - Bodily Injury and Property Damage - \$1,000,000 per occurrence. Personal Injury - \$1,000,000 per occurrence; Products/Completed Operations Annual Aggregate - \$2,000,000; General Aggregate for all claims - \$2,000,000.

c) Automobile Liability and Physical Damage - Combined Single Limit \$1,000,000 per occurrence for bodily injury and property damage. Comprehensive and Collision coverage shall be maintained on all vehicles. Vehicles valued over \$50,000 shall be insured on an agreed value.

e) Maritime Employer's Liability/Watercraft Liability including Protection and Indemnity and Hull Insurance - Coverage shall be purchased on watercraft. Maritime Employer's Liability in an amount of not less than \$1,000,000 per occurrence including coverage for captain and crew members. Hull Insurance shall be purchased to cover damage to the vessel(s) on a full replacement cost basis.

f) Property Insurance - Coverage shall be maintained on real and personal property incorporated as part of this Agreement. The property insurance obtained by Greater Naples shall, at a minimum, insure against perils on an All Risks of Loss basis. Valuation shall be on a replacement cost basis.

g) Flood Insurance - Flood insurance shall be maintained on real and personal property incorporated as part of this agreement. Limits shall be purchased for the full value of said property.

h) The Collier County Board of Commissioners shall be named as the Certificate Holder.

i) The Collier County Board of Commissioners shall be named as additional insured on the Greater Naples Commercial General Liability Policy.

j) The Collier County Board of Commissioners shall be named as a Loss Payee on the Automobile Physical Damage and Property Insurance policies.

k) The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Greater Naples has any self-insured retentions or deductibles under any of the required coverage, Greater Naples must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Greater Naples's sole responsibility.

l) Coverage shall be maintained without interruption from the date of commencement of the Agreement until the date of completion or as specified in this Agreement, whichever is longer.

Should at any time Greater Naples not maintain the insurance coverage required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage and charge Greater Naples for coverage purchased. If Greater Naples fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Greater Naples under this Agreement.

m) Greater Naples and/or its insurance carrier(s) shall provide forty-five (45) days written notice to the County of any policy cancellation or non-renewal on the part of the insurance carrier or Greater Naples. Greater Naples shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Greater Naples from its insurer and nothing contained herein shall relieve Greater Naples of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Greater Naples hereunder, Greater Naples shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of this Agreement, Greater Naples shall furnish to the County, renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after to the date of their expiration. Failure of Greater Naples to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate this Agreement.

n) To the extent permitted by law and as limited by and pursuant to the provisions of *Section 768.28 Florida Statutes*, Greater Naples and County agree to hold harmless the other, employees and agents against any and all claims and/or damages by or behalf of any persons, employee or legal entity arising from their respective negligent acts pursuant to this 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 Greater Naples or the County when it would not otherwise be responsible.

o) Greater Naples shall make available to the County, through its records or the records of their insurer, information regarding a specific claim. Any loss run information available from Greater Naples or their insurer will be made available to the County upon its request.

12. COOPERATION WITH PUBLIC UTILITIES. Greater Naples will cooperate with Port of the Islands CID and Everglade City. Greater Naples shall not assume ownership of any existing fire hydrants.

13. RESOLUTION OF CONFLICTS: The County Manager and the Greater Naples Fire Chief will amicably attempt to resolve any conflicts that arise out of this Agreement. For any item that cannot be amicably resolved, the issue will be brought to a joint meeting of the Board of County Commissioners and Board of Fire Commissioners for a duly noticed public hearing. Should the matter not be resolved to both parties' satisfaction, then unless the parties agree to a different form of dispute resolution, either party may file an action in the Circuit Court of Collier County to enforce the terms of this Agreement, said remedy being cumulative with any and all other remedies available to the parties for the enforcement of this Agreement.

14. **TERMINATION OF AGREEMENT:** The parties agree that Greater Naples would not pursue the consolidation of the Ochopee Fire Control District into Greater Naples without the funding that is provided for in Sections 2 and 15 and a termination of the Agreement after the consolidation but prior to the expiration of the Agreement would cause harm to Greater Naples. Either party may terminate this Agreement on ninety (90) day's written notice to the other party except that this Agreement may not be terminated upon Greater Naples submitting a proposed local bill to the Collier County Legislative Delegation that proposes to expand Greater Naples' boundaries to include the Ochopee Fire Control District until the qualified electors of the Ochopee Fire Control District disapprove the consolidation, and if the qualified electors of the Ochopee Fire Control District approve the consolidation, this Agreement may not be terminated.

Following receipt of such notice, the parties will cooperate with one another to ensure an orderly transition of the Ochopee Fire Control District back to County control and management, and Greater Naples will continue to operate the Ochopee Fire Control District under the terms of this Agreement until a final turnover date is set agreed upon by the Board of County Commissioners and Board of Fire Commissioners. Payment to Greater Naples for this period shall be based on the monthly prorated amount that would otherwise be due under Section 2 above.

15. **POST CONSOLIDATION PAYMENT:** Based on the annual millage rate for the Ochopee Fire Control District at 4.0 mils, the generated revenue is \$1,202,543 in taxes in the current tax year. Collier County supplemented this revenue in the sum of \$565,100 resulting in Greater Naples receiving a total of \$1,768,000 to operate the Ochopee Fire Control District in FY 19. Upon consolidation, the County will pay Greater Naples in the first quarter of each fiscal year for ten (10) years to supplement the actual taxes generated by the area formerly known as the Ochopee Fire Control District in an amount necessary to ensure that Greater Naples receives a total of \$1,768,000 to provide services within such area ("Supplemental Payment"). Following consolidation, it is expected that the area formerly known as the Ochopee Fire Control District will generate more revenue than it currently generates and the Supplemental Payment will correspondently decrease. Should the actual taxes generated in the area formerly known as the Ochopee Fire Control District decrease, the Supplemental Payment will correspondently go up; however, in no event will the Supplemental Payment exceed \$640,000. Put another way, the County's payment liability under this section is capped at \$640,000 for any given fiscal year during the 10-year term of these payments. Supplemental Payments shall not be made after the tenth fiscal year following consolidation.

Standard Form Legal Provisions

16. In the event state or federal laws are enacted after the execution of this Agreement, which are applicable to and preclude in whole or in part the parties' compliance with the terms of this Agreement, then in such event this Agreement shall be modified or revoked as is necessary to comply with such laws, in a manner which best reflects the intent of this Agreement.

17. This is the entire agreement between the parties with respect to the matters set forth herein, and any prior agreements or understandings of any kind are hereby merged and integrated herein. This Agreement can only be amended by mutual written consent of the parties. All notices

and other communications required or permitted hereunder shall be in writing and shall be sent by Certified Mail, return receipt requested, or by a nationally recognized overnight delivery service, and addressed as follows:

As to County: County Manager
Harmon Turner Building
3299 East Tamiami Trail, Suite 200
Naples, Florida 34112

With copy to: County Attorney
Harmon Turner Building
3299 East Tamiami Trail, Suite 800
Naples, FL 34112

As to Greater Naples: Greater Naples Fire Commission Chairman
Greater Naples Fire Rescue
14575 Collier Blvd.
Naples, Florida 34119

With copy to: Fire Chief
Greater Naples Fire Rescue
14575 Collier Blvd.
Naples, Florida 34119

Notice shall be deemed to have been given on the next successive business day to the date of the courier waybill if sent by nationally recognized overnight delivery service.

18. This Agreement shall be recorded by the County in the Official Records of Collier County, Florida, within fourteen (14) days after the County enters into this Agreement. The County shall provide a copy of the recorded document to Greater Naples. Upon the commencement of this Agreement, the Interlocal Agreement for Fire and Rescue Services dated September 13, 2016, which was amended and extended by an agreement dated July 9, 2019, will become null and void and of no further force or effect, having been fully replaced by this Agreement.

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:
CRYSTAL KINSEL, Clerk

By: 
Deputy Clerk

Attest as to Chairman's
signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: 
Burt L. Saunders, CHAIRMAN

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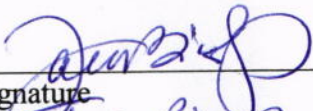
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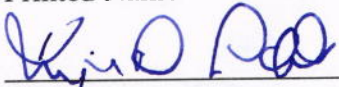
WITNESSES:




Signature



Printed Name




Signature



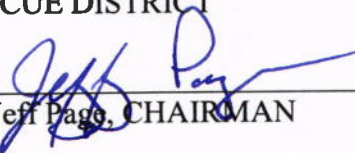
Printed Name

Approved as to form and legality:



Jeffrey A. Klatzkow
County Attorney

**GREATER NAPLES FIRE
RESCUE DISTRICT**

By: 

Jeff Page, CHAIRMAN

All Items Accounted for
 X *Butter*
 OK *Amber*
 6-23-2015

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6/23/2015