

INTERLOCAL AGREEMENT FOR FIRE RESCUE SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered this ____ day of _____ 2022, by and between Martin County ("the County"), a political subdivision of the State of Florida, 2401 SE Monterey Road, Stuart, FL 34996 and The Town of Jupiter Island, Florida ("the Town"), 2 SE Bridge Road, Hobe Sound, FL 33455.

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, et seq., Florida Statutes provides a method for governmental entities to join in order to provide fire protection, emergency medical services and related services; and

WHEREAS, it is desirable to conduct programs on an area-wide basis to provide emergency protection services to assure that the emergency medical services and fire protection support are organized and delivered in the most effective and efficient manner; and

WHEREAS, the County and Town have a current Interlocal Agreement for the County to provide highly skilled first responder Advanced Life Support and Fire Protection Support to residents, guests and visitors on a 24-hour basis, which expires on September 30, 2022; and

WHEREAS, the Town has requested that the County continue to provide such Advanced Life Support and Fire Protection Support for an additional five (5) year term; and

WHEREAS, the County has the ability to provide Firefighter Paramedics proficiently skilled to deliver needed services to the Town.

NOW THEREFORE, in consideration of the covenants, conditions and premises set forth herein, the parties agree as follows:

1. The County agrees to provide twenty-four (24) hour first responder Advanced Life Support services to the Town. The County will provide one Firefighter Paramedic at Jupiter Island Public Safety facility per twenty-four (24) hour period and periodically rotate selected staff to ensure highly skilled personnel will be providing services to the Town. This service shall include, but is not limited to, emergency medical response, firefighting response, training programs, stand-by at special events, emergency medical services incidental and related to promoting health and safety within the community. In addition, the County agrees to provide additional fire rescue services as needed, including fire suppression support from available County assets, to properly mitigate the emergency.

2. The County's Firefighter Paramedics assigned to the Town shall fall under operational control of the County. Direction for daily activities, station duties and other official functions shall fall collectively under the Town's Police/Fire Chief (or designee) and the County's Fire Rescue Chief (or designee). Special functions including, but not limited to, public education, special details and events shall be pre-approved in writing by the Town's Police/Fire Chief (or designee) and the County's Fire Rescue Chief (or designee). All activities of the County's on-duty Firefighter Paramedic must be in accordance with Martin County Fire Rescue's Operational Standards and the Collective Bargaining Agreement between Martin County and Local 2959, IAFF.

3. In consideration for the County providing twenty-four (24) hour Emergency Medical Services and Fire Protection support as described in Paragraph 1, the Town agrees to pay the County one (1) million dollars for the first year of the Agreement. Each subsequent year of the Agreement will be adjusted annually by a 3% increase. The following is a fee schedule for the five (5) year term of this Agreement:

Fiscal Year 2023 - \$1,000,000.00
Fiscal Year 2024 - \$1,030,000.00
Fiscal Year 2025 - \$1,060,900.00
Fiscal Year 2026 - \$1,092,727.00
Fiscal Year 2027 - \$1,125,508.81

4. Fee payments for each Fiscal Year by the Town under this Interlocal Agreement will be made in equal quarterly installments as follows:

October through December	Due by January 31
January through March	Due by April 30
April through June	Due by July 30
July through September	Due by October 31

5. Either party shall have the option to terminate this Agreement for convenience and without cause, provided that the party terminating the Agreement provides notice in writing to the other party of such termination at least eighteen (18) months prior to the effective date of such termination.

6. A quality assurance review will be conducted semi-annually between the Town and County to include, but not be limited to response times, patient care and daily duties.

7. This Agreement shall be in full effect upon the effective date of October 1, 2022 for a period of five (5) years through September 30, 2027. This Agreement may be renewed for an additional five-year term upon the written consent of both

parties. Such consent will be provided twelve (12) months prior to the expiration of this Agreement and will identify any proposed amendments of the Agreement. Renewal is contingent upon the mutual agreement of any proposed amendments by the Town and the County.

8. All the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief disability, worker's compensation, and other benefits which apply to the activity of officers, agents or employees of the County when performing their respective functions within the County territorial limits shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

9. Disputes under this Agreement may be resolved by the County's authorized representatives and the Town's authorized representatives. If such authorized representatives are unable to reach a resolution and the parties agree that the issue is of sufficient merit, the parties may select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.

10. This Agreement shall be filed with the Clerk of the Circuit Court for Martin County.

11. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in Martin County for claims under state law and in the Southern District of Florida for any claim which is within the jurisdiction of federal court.

12. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

13. This Agreement may be amended only by written agreement of the parties. A party requesting an amendment must propose such amendment in writing to the other party at least ninety (90) days prior to the proposed effective date of the amendment.

14. If any term or provision of this Agreement or the application, thereof, to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

15. The parties shall maintain records associated with the Agreement, including, but not limited to, all accounts, financial and technical records, research or reports in accordance with Florida law. The parties shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement. Failure to comply shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, either party shall give notice as is practicable to the other that such disclosure is required. If either party asserts any exemptions to disclosure pursuant to Florida's public record laws, that party has the burden of establishing and defending the exemption.

16. Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

17. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods: (i) hand delivery to the other party, (ii) delivery by commercial overnight courier service, or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice, the addresses are as follows:

COUNTY:
Fire Rescue Chief
Martin County Fire Rescue
800 SE Monterey Road
Stuart, FL 34994

TOWN:
Public Safety Director
Town of Jupiter Island
2 SE Bridge Road
Hobe Sound, FL 33455

Required Copies to:
County Attorney
Martin County Attorney's Office
2401 SE Monterey Road
Stuart, FL 34996

Town Manager
Town of Jupiter Island
2 SE Bridge Road
Hobe Sound, FL 33455

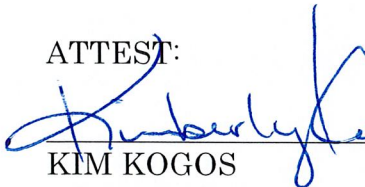
Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of the hand delivery; or on the second day after the date of the deposit with and overnight courier; or on the date upon which the return receipt is signed; or delivery is refused; or the notice is designated by the postal authorities as not delivered if mailed.

18. This Interlocal Agreement shall be filed in the Official Records of the Martin County Clerk of the Circuit Court.

19. Each party's performance and obligations under this Agreement are contingent upon annual budgetary appropriations by its respective governing body.

IN WITNESS WHEREOF, the Town has approved this Agreement at a duly noticed meeting held on _____, 2022 and the County has approved this Agreement at a duly noticed meeting held on _____, 2022.

ATTEST:



KIM KOGOS
TOWN CLERK



TOWN OF JUPITER ISLAND



WHITNEY D. PIDOT, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS

JOHN C. RANDOLPH, TOWN ATTORNEY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY