

**EXHIBIT "A"**  
**INTERLOCAL AGREEMENT BETWEEN COLLIER COUNTY AND**  
**CITY OF MARCO ISLAND FIRE RESCUE**  
**FOR EMERGENCY MEDICAL SERVICES**

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement," is made and entered into this \_\_\_\_\_, 2018, by and between COLLIER COUNTY, a political subdivision of the State of Florida, 3299 Tamiami Trail East, Naples, Florida 34112, herein referred to as "the County," and CITY OF MARCO ISLAND, a State of Florida, a political subdivision of the State of Florida, 1280 San Marco Road, Marco Island, Florida 34145, herein referred to as "the City".

**WITNESSETH:**

WHEREAS, this Interlocal Agreement shall be contingent upon approval by a majority of those qualified electors residing within the City of Marco Island of a referendum supporting the issuance of a Certificate of Public Convenience and Necessity ("COPCN") and the associated funding to be held on August 28, 2018; and

WHEREAS, this Interlocal Agreement supersedes the Advanced Life Support Partnership Agreement between the County and the City dated May 22, 2007; and

WHEREAS, the parties are state licensed Emergency Medical Services ("EMS") providers and believe it is mutually advantageous and in the interest of the public health, safety and welfare of its citizens to enter into a mutual/automatic aid agreement in instances where medical emergencies occur, and additional equipment and/or manpower is needed to bring the emergency under control or to aid in the rescue of persons; and

WHEREAS, this mutual aid / automatic aid shall include Advanced Life Support (ALS) ambulances essential for the response to 911 emergencies and emergency inter-facility transports of critically ill or injured victims or persons; and

WHEREAS, this mutual aid shall include ALS helicopter service for the transport of critically ill or injured victims or persons if available; and

WHEREAS, the County agrees to provide County ALS ambulance services as needed, and in compliance with this Agreement, and the City agrees to provide Fire Rescue ALS ambulance services as needed, and in compliance with this Agreement; and

WHEREAS, Chapter 163, Florida Statutes, permits governmental units, to enter into Interlocal Agreements to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

WHEREAS, the parties desire to enter into an Interlocal Agreement to define their respective responsibilities and liabilities in the event of a request for mutual/automatic aid from one of the parties hereto.

**NOW THEREFORE**, in consideration of the mutual terms, conditions and promises hereafter set forth, the parties agree as follows:

1. The City shall provide ambulance service to Goodland without any additional charges to Collier County.
2. The City shall follow Collier County EMS Transport protocols when requesting helicopter mutual aid to respond to Marco Island.
3. The City will provide interfacility transport from Marco Island Urgent Care Center and Physician's Regional Clinic or like facilities within Marco Island boundaries.
4. The City shall provide one-year notice to Collier County in the event they desire to revert ambulance services to Collier County.
5. The City will provide two (2) full time, 24hours/365 days ALS transport ambulances with an additional squad/surge ambulance.
6. The City will employ its own Medical Director who shall work cooperatively with the County Medical Director.
7. The City and County agree to provide zone coverage cooperatively when their ambulances.
8. The City and the County will fully participate in Closest Unit Dispatch protocols consistent with the entire County response plan.
9. The City and the County will report statistical data to the Collier County Emergency Medical Authority Advisory Board.
10. The City and the County will immediately notify the Infectious Control Officer of the other agency if they become aware of an exposure or potential exposure by an employee of the other agency to an infectious disease, so they may take appropriate action.
11. County and City representatives agree to establish mutually acceptable guidelines to conduct quality improvement review of clinical and operational procedures on calls where both agency personnel interact and further agree to share training procedures for their respective employees to assure dispatching procedures are followed and to provide for the safety of any employees working at or around the helicopter(s). Collier County and the City of Marco Island agree to use only trained personnel as landing zone controllers or when operating in or around the helicopter or landing zone.

12. An ALS Operations Plan will be developed, which further outlines operational procedures and may be revised by mutual covenant between the Chief of Collier County EMS and the Chief of Marco Island Fire Rescue. Such revisions must not conflict with the terms and standards set forth in this Agreement.
13. The City shall not request reimbursement or reduction of ad valorem taxes collected by Collier County from the City for the first year of the COPCN.
14. That a referendum is passed by voter approval on August 28, 2018.
15. This Interlocal Agreement shall be effective on the condition that the County issues the City a COPCN, that is acceptable to both the City and the County.

### **MUTUAL/AUTOMATIC AID REQUESTS**

16. If a medical emergency occurs or exists within the territorial boundaries of Collier County or the City of Marco Island and a party to this Agreement requests additional equipment and/or manpower to be provided by the other party to this Agreement in order to bring the medical emergency under control, or to aid in the treatment or rescue of any person, the following provisions shall apply.
  - a. The Chief of Marco Island Fire Rescue and the Chief of Collier County Fire/EMS, or their designees, shall determine among themselves the operational procedures to be employed by their respective agencies in the implementation of a mutual/automatic aid response and shall instruct the Emergency 911 Dispatch Operators on the operational procedures for the routing of mutual/automatic aid responses to the requesting party.
  - b. All requests for Mutual Aid pursuant to this Agreement shall include a statement of the amount and type of equipment needed and/or the number of personnel needed and shall specify the location and type of condition or situation to which the equipment and personnel shall be dispatched. The decision as to the amount and type of equipment and the number of personnel actually sent shall rest in the sole discretion of the responding agency.
  - c. Each party shall, if possible, respond to a request for mutual/automatic aid with the appropriate manpower and equipment, regardless of whether the site of the medical emergency lies outside the territorial borders of that party's jurisdiction, subject to weather conditions, mission commitment, crew availability and maintenance requirements.
  - d. The County shall notify the City of Marco Island thru the CAD anytime the ALS helicopter is expected to be out of service.

17. In addition to the above, the following provisions shall apply to mutual/automatic aid requests:
- a. The terms "requesting party" or "requesting agency" as used in this Agreement shall mean the party requesting mutual/automatic aid in accordance with the terms of this Agreement, or the party within whose jurisdiction a medical emergency occurs. The terms "responding party" or "responding agency" shall mean the party or agency responding to a request for mutual/automatic aid located in the other party's jurisdiction in accordance with the terms of this Agreement.
  - b. The responding agency shall report to the person from the requesting agency, if any, who is in charge at the location to which the equipment and/or personnel are dispatched. Personnel of the responding agency shall obey any lawful order given by the person from the requesting agency that is in charge. The personnel and/or equipment of the responding agency shall be released by the requesting agency when the services of the responding agency are no longer required or when the personnel and/or equipment of the responding agency is needed in its own jurisdiction.
  - c. If the responding agency is unable to provide mutual/automatic aid to the requesting agency due to an emergency or other extenuating circumstance, then it shall not be deemed to be a violation of this Agreement. The determination of what constitutes an emergency or extenuating circumstance shall be determined solely by the Chief of the responding agency or his/her designee. If the responding agency is unable to render mutual/automatic aid, it shall promptly notify the requesting agency that it will be unable to aid in or respond to the requesting agency's emergency.
  - d. A responding agency under this Agreement shall bear the cost of any loss or damage to its own equipment and shall be solely responsible for any expenses incurred in the operation and maintenance of its equipment. The terms of this paragraph shall not be construed to prevent a responding agency from recovering those costs permissible under the law from any third party.

### **Legal Matters**

18. **Dispute Resolution.** Before the commencement of any proceedings, in the event that the Parties disagree regarding the interpretation of this Agreement, or the fulfillment of obligations required hereunder, either Party must first request an appeal in which the issues will be discussed by the City Manager and the County Manager. Should the dispute not be resolved, the Chair of each of the governing parties shall meet in an effort to resolve the dispute. Should the dispute still not be resolved, the parties may then pursue their legal remedies.
19. **Governing Law.** This agreement shall be governed by, and construed in accordance with the laws of the State of Florida, and may be signed in counterpart.

20. Except as otherwise provided herein, this Agreement shall only be amended by mutual written consent of the parties hereto or by their successors in interest. 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 services, and addressed as follows:

If to Collier County: County Manager  
3299 Tamiami Trail E  
Naples, Fl 34112

With a copy to: EMS Chief  
Emergency Medical Services  
8075 Lely Cultural Pkwy Ste 267  
Naples, Fl 34113

City of Marco Island: City Manager  
50 Bald Eagle  
Marco Island, Fl 34145

With a copy to: City of Marco Island Fire Rescue Chief  
50 Bald Eagle Dr.  
Marco Island, Fl. 34145

21. This Agreement constitutes the entire agreement between the parties with respect to the activities noted herein and supersedes and takes the place of any and all previous agreements entered into between the parties hereto relating to the transactions contemplated herein. All prior representations, undertakings, and agreements by or between the parties hereto with respect to the subject matter of this Agreement are merged into, and expressed in, this Agreement, and any and all prior representations, undertakings, and agreements by and between such parties with respect thereto hereby are canceled. Nothing contained herein shall be deemed or construed to create between or among any of the parties any joint venture or partnership nor otherwise grant to one another the right, authority or power to bind any other party hereto to any agreement whatsoever.
22. Collier County and City of Marco Island each agree to be fully responsible for their own respective negligent acts or omissions, and agree to be liable to the statutory limits for any damages proximately caused by said acts or omissions. Nothing contained in this section shall be construed to be a waiver by either Collier County or the City of Marco Island of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by either Collier County or City of Marco Island to be sued by third parties in any matter arising out of this or any other agreement.

23. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
24. This Agreement shall begin as of the effective date of the COPCN issued by the County to the City, and is predicated on the City maintaining the Certificate in good standing.
25. Each party (1) shall maintain insurance in the minimum amounts and types required by Florida State Statutes; (2) shall be solely responsible for the compensation of its own employees at all times during this Agreement, including any amounts paid or due for compensation for personal injury or death which occurs while said employees are rendering aid pursuant to this Agreement, and (3) will charge the patient serviced by said agency directly for any treatment or transport provided to the patient under the terms of this Agreement.
26. Neither party nor its employees shall have claim against the other party arising from any aid provided or prolonged response times pursuant to this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW

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

ATTEST:  
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Andy Solis, Esq. CHAIRMAN

Approved as to form and  
legality:

\_\_\_\_\_  
Jeffrey A. Klatzkow  
County Attorney

ATTEST:

CITY OF MARCO ISLAND, FLORIDA

By: \_\_\_\_\_  
Laura M. Litzan, City Clerk

By: \_\_\_\_\_  
Jared Grifoni, Chairman

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Alan L. Gabriel, City Attorney

**COLLIER COUNTY EMERGENCY MEDICAL SERVICES  
AND  
CITY OF MARCO ISLAND**

**OPERATIONAL PLAN**

---

**REFERENCE: INTERLOCAL AGREEMENT, \_\_\_\_\_, 2018**

---

This operational plan is established to provide operational efficiencies while maintaining coverage in each parties' respective boundaries.

---

**OPERATIONAL PROCEDURES**

- a. The County Battalion Chief 80 and City Battalion Chief 50 will consult openly to assure continuity and efficiency.
- b. It is recognized by the County and the City that harmonious and productive relationships between all personnel are necessary. Teamwork and cooperation is encouraged and expected.
- c. County and City staff will assure all personnel operate in accordance with Computer Aided Dispatch (CAD) and the CCFCFA Communications Manual.
- d. The County and City will be responsible for responding to calls for service in their respective boundaries except for units that are recommended as closest unit dispatch. Any deviations from this practice will be decided between Battalion Chiefs.
- e. The City will be responsible for providing two (2) full time, 24hours/365 days ALS transport ambulances with an additional squad/surge ambulance.
- f. The City and the County agree to manage zone coverage cooperatively. The County Battalion Chief will work directly with the City's Battalion Chief to ensure adequate zone coverage for the City and the County.
- g. The City will be responsible for the purchase and maintenance of ambulances, medications and equipment. The County will not be responsible for providing back-up equipment or medications, unless agreed upon and beneficial for both agencies.



- h. The City will be responsible for all staffing of Marco Island ambulances. The City and County will ~~be~~ responsible for staffing their respective agencies.
- i. The City will appoint a member to participate in the County Quality Assurance Committee.
- j. Patient care concerns reported by either agency shall be made in writing to each agency whenever possible and including pertinent specific details.
- k. The City will follow County transport protocols regarding the use of the helicopter. Collier County helicopter will be utilized for transport of critically injured patients.