

**INTERLOCAL AGREEMENT  
ADVANCED LIFE SUPPORT PARTNERSHIP  
BETWEEN COLLIER COUNTY AND CITY OF MARCO ISLAND**

**THIS INTERLOCAL AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of County Commissioners, Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County") and the City of Marco Island (hereinafter referred to as 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 Marco Island and Collier County. The recognition and utilization of existing and future personnel skills, qualifications and resources are in the interest and benefit of both agencies and the public we serve.

**WITNESSETH**

**WHEREAS**, the parties previously entered into an Interlocal Agreement for Advanced Life Support dated May 22, 2007, which the parties wish to supersede and replace with this agreement; and

**WHEREAS**, both parties seek to continue to enhance emergency service further through a continued partnership; and

**WHEREAS**, the Advanced Life Support (hereinafter "ALS") partnership provides for a City Firefighter/Paramedic to work and train on a County Advanced Life Support transport ambulance providing paramedic duties and/or basic life support EMT duties; and

**WHEREAS**, the ALS partnership allows for a County Paramedic/Firefighters to train with City Fire-Rescue personnel; and

**WHEREAS**, the City and the County wish to work cooperatively to assure appropriate response of sufficient emergency medical resources and enhanced continuity of care from the scene to the hospital for all ALS patients.

**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 Office of Medical Director (hereinafter "OMD").

1.1 Basic Life Support ("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, application of medical antishock trousers, administration of a subcutaneous injection using a premeasured autoinjector of epinephrine to a person suffering an anaphylactic reaction, and other techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation. The term "basic life support" also includes other techniques which have been approved and are performed under conditions specified by rules of the department, and other techniques which have been approved and are performed under conditions specified by rules of the County OMD.

1.2 QA/QI means Quality Assurance / Quality Improvement is the OMD approved program which assesses and monitors the medical performance of Paramedics and Emergency Medical Technicians.

1.3 PCR means the Patient Care Record which chronicles the medical treatment of the patient.

1.4 Permitted 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.

1.5 Classifications of paramedics are found in the ALS Operational Plan (Attachment A).

## **SECTION II: COUNTY'S RESPONSIBILITIES**

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 and the OMD medical direction, medical protocols, training and quality assurance on a countywide basis.

2.1 The County, as a licensed provider of advanced life support under Chapter 401, Fla. Stat. and Fla. Admin. Code 64J, will permit up to six (6) 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.

## **SECTION III: CITY'S RESPONSIBILITIES**

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

3.0 The City will provide through the City of Marco Island-Fire Rescue Department firefighter training to County firefighter personnel.

3.1 The City will provide, maintain, repair and replace all applicable ALS and BLS equipment and medical supplies on all County recognized permitted City ALS fire apparatus/rapid response

vehicles staffed 365 days a year, 24 hours per day including those stationed at the following locations:

1. 1280 San Marco Rd
2. 751 E Elkcam Circle

3.2 As pursuant to Chapter 401, Fla. Stat. and Fla. Admin. Code 64J, the City may operate any of their permitted ALS vehicles or apparatus as a BLS responder when a paramedic does not staff the vehicle.

3.3 The City will maintain a minimum of three (3) ALS apparatus, and up to six (6) permitted by the County and equipped by the City. These units will be designated within the County Sheriff's Office Computer Aided Dispatch (CAD) programs to automatically respond to medical incidents with an ALS transport unit in accordance with the County's Emergency Medical Dispatch protocol as an emergency medical response and/or fire suppression vehicle.

3.4 The City shall only use the County Medical Director by this Agreement and shall utilize the protocols and standards issued by the County Medical Director to govern the provisions of advanced life support services. There shall be no charge to the City for these services. Any medical professional providing training relating to ALS services shall work under the supervision of the County Medical Director.

3.5 The City shall adhere to the paramedic credentialing and recertification ride-time requirements as established by the County Medical Director and outlined within the attached Operational Plan (Attachment A). The City may meet its ride-time requirements by accompanying a patient on the Collier County EMS ALS transport ambulance from scene to hospital when any ALS service has been performed on the patient prior to the transport. However, the Collier County EMS Chief, City Fire Chief and the County Medical Director may identify in writing any exceptions to the ride time requirements. The City agrees that any time a Collier County EMS paramedic requests a City paramedic to accompany a patient on a Collier County EMS ALS transport from scene to hospital for a critical call or for assistance, the City paramedic shall accompany the patient to the hospital. The City will comply with medical protocol, equipment standards, and will fully participate in medical training and quality assurance programs in accord with the County.

3.6 The City will maintain all medical run reports in an approved record system and will handle them in a manner consistent with County operating guidelines, Federal, and State laws.

3.7 The City will ensure all City personnel providing medical care maintain all state and federally required licensure. Records shall be maintained by the City and available to the County upon request.

3.8 The City will provide at least one liaison as an Emergency Medical Care Coordinator (hereinafter "EMCC"), approved by the OMD to function as a training officer / Supervisor for City Paramedic and EMT training. The EMCC shall work with County EMS training staff to enhance the BLS and First Responder Program by assisting in teaching per the annual published in-service

schedule. If the City cannot logistically attend ESC training, they may teach OMD approved curriculum at remote sites provided:

1. The OMD approved EMCC or representative attends all required in-service classes taught at the ESC in order to insure the training liaison is kept up to date on protocol changes, trends in local treatment, case reviews, etc. and can more effectively communicate the material in context to their agency's personnel.

2. The EMCC must use curriculum pre-approved by the OMD for medical training. In the case of regularly scheduled County in-service, the approved curriculum will be provided the month after the conclusion of scheduled in-services at ESC.

3.8 The City will designate an OMD approved representative as a Quality Assurance member to participate in Quality Assurance.

3.9 The City may provide additional medical equipment and expand Advanced Life Support service with prior review and in conjunction with the OMD.

3.10 The City shall be responsible for replacing expendable medical supplies and for the cost of repair and maintenance of all ALS equipment.

#### **SECTION IV: MUTUAL CONVENANTS**

4.0 NOTIFICATION OF EXPOSURE TO INFECTIOUS DISEASES: In the event that Collier County EMS Department is notified of an exposure to infectious disease, EMS shall notify the City's Infectious Control Officer or EMCC so they may take appropriate action. Upon notification, the treatment procedures shall be the responsibility of the City. In the event that the City is notified of an exposure to infectious disease, the City shall notify the EMS Infectious Control Officer or EMS Battalion Chief, so they may take appropriate action.

#### **SECTION V: OPERATING PROCEDURES**

5.0 The City Firefighter/Paramedics and Firefighter/EMTs will meet the same requirements and perform at the Expanded Non-Transport medical protocol as defined by the OMD, County EMS department standard operating procedures, quality assurance, general orders and chain of command will be followed while working on the apparatus of the County EMS Department.

5.1 The City Firefighter/Paramedics who are certified to perform under the Expanded Non-Transport ALS Protocol are also subject to ongoing patient contact, training, and assessment to maintain their certification or expand their scope of practice.

5.2 The ALS Operational Plan, Attachment A, may be revised by mutual written consent between the Chief of the City's Fire Rescue and County's Chief of EMS. Such revisions must not conflict with the terms and standards set forth in this Agreement.

5.3 Permitted and non-permitted 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.

5.4 The City and County EMS Department will recognize the respective ranks and abilities of assigned personnel.

5.5 All discipline and investigations leading to discipline will be handled by the respective employing agency.

5.6 The City and County will utilize Command Staff and assets for logistical, support, and operational needs for national, state and local emergencies.

5.7 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.

5.8 The County and City will 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 and replaces the agreement titled "Interlocal Agreement Advanced Life Support Engine Partnership, between the City and the County, dated May 22, 2007, which Agreement is hereby terminated and is of no further force or effect.

7.1 This Interlocal Agreement shall remain in full force and effect from the date above and shall continue unless terminated as set forth below.

7.2 This Interlocal Agreement shall be reviewed and renegotiated as necessary every three (3) years. 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 the City.

7.3 Either the County or the City may terminate this Interlocal Agreement after providing written notice to the other of its intent to terminate at least ninety (90) days in advance of the date of termination. During this 90-day termination window, the terminating party must provide the non-terminating party's representatives with an opportunity to consult with the terminating party's representatives regarding the reason(s) for termination.

7.4 In the event that the County's OMD 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, the County 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 OMD 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 OMD and City, terminate this Agreement without further action or notice to the City. Nothing in this Agreement shall limit the authority of the OMD as set forth in the Florida Statutes and the Florida Administrative Code.

## **SECTION VIII: INSURANCE**

8.0 Each party shall maintain insurance in the minimum amounts and types required by Florida State Statutes. Each 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.

8.1 To the extent permitted by law and as limited by and pursuant to the provisions of *Florida Statutes*, Section 768.28, the parties 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 either party 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 either party 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 Operational Plan, Attachment A), shall be filed with the Clerk of Courts for the Circuit Court for Collier County pursuant to Section 163.01(2), Fla. Stat. The County shall file this Interlocal Agreement as soon as practicable after approval and execution by both parties.

**Remainder of page intentionally left blank, signature page to follow.**

**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.

AS TO COUNTY:

ATTEST:  
CRYSTAL K. KINZEL, Clerk

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

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

By: \_\_\_\_\_  
William L. McDaniel, Jr., Chairman

Approved as to form and legality:

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

AS TO CITY:

ATTEST:

CITY OF MARCO ISLAND, FLORIDA

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

By: \_\_\_\_\_  
Erik Brechnitz, Chairman

Approved as to form and  
legal sufficiency:

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



## **ATTACHMENT A**

### **COLLIER COUNTY EMERGENCY MEDICAL SERVICES AND MARCO ISLAND FIRE AND RESCUE DEPARTMENT ALS OPERATIONAL PLAN**

REFERENCE: ALS Program Interlocal Agreement \_\_\_\_\_, 2019

**PURPOSE:** To provide quality and cost-effective emergency medical services to the residents of the City of Marco Island (CITY) 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.

The CITY will maintain a minimum of three (3) ALS apparatus, and up to six (6) permitted by the COUNTY and equipped by the CITY.

- Engine 50
- Tower 50
- Squad 50
- Engine 51
- Squad 51
- Engine 52

1. **QUALIFICATION REQUIREMENTS:** For the purposes of practicing medicine within the County, there are different recognized classifications of paramedics: State Certified Paramedics and County Certified Paramedics.
  - a. State Certified Paramedics have completed all State requirements and remain in active good standing with the State and are permitted to practice ALS under the aegis of any County Certified Paramedic or to practice BLS independently.
  - b. County Certified Paramedics have completed all State requirements and remain in active good standing with the State and have also completed OMD approved training and testing to be permitted to practice independently under the ALS Engine and/or Expanded Non-Transport Protocol, as determined by the OMD.

The CITY Firefighter/Paramedics who are certified to perform as ALS Engine/Expanded Non-Transport Paramedics are also subject to ongoing patient contact, training, and assessment to maintain their certification or expand their scope of practice.

#### **2. PROCEDURES:**

- a. City of Marco Island Firefighter / Paramedic will accompany EMS ambulance staff (third crew member) to the hospital on all patients that have received ALS treatment beyond an ECG, EKG and IV by the Marco Island Paramedic or that will require ALS treatment beyond these procedures per protocol. Exceptions to the ride time

requirement are: special event units, in the event that all apparatus are dedicated to a structure fire or large incident.

- b. The team of EMS staff and City of Marco Island will work jointly to provide the care needed to the patient while enroute to the hospital. EMS staff will always be lead team member of patient care.
- c. The COUNTY Battalion Chief and City of Marco Island Battalion Chief will consult openly in order to assure continuity and efficiency. It is recognized by COUNTY and City of Marco Island that harmonious and productive relationships between all personnel are necessary. Teamwork and cooperation are encouraged and expected.
- d. 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 City of Marco Island 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 permitted apparatus.
  - ii. COUNTY and City of Marco Island Chief officers will utilize available City of Marco Island Fire-Rescue Department permitted resources to assure ALS coverage is continuously maintained within the City of Marco Island.
  - iii. COUNTY and City of Marco Island Chief officers will assure permitted 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 permitted ALS unit will document each patient contact in an approved Patient Care Report (PCR) that meets at a minimum State of Florida EMSTAR 3.4 EMS data collection standards. Collier EMS utilizes electronic reporting as its primary PCR system but in the event the City does not have on scene electronic reporting capability, handwritten reports may be utilized until electronic reporting can be completed. 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. Some specific call types may require additional documentation (such as Release/Competency forms for patient sign outs) as specified by protocol and EMSTAR 3.4 documentation standards. When ALS units arrive at the same time, the PCR will be completed by the transporting unit. Handwritten shift PCRs are to be collected in a secured envelope with completed coversheet and submitted to the appropriate EMS representative daily.

- b. Before the end of shift, an accurate and complete approved electronic report (E-PCR) will be transmitted for each patient contact 100% of the time. All medical procedures performed by the personnel assigned to the response will be fully documented. "CHART" format with documented "BSI" is required.
- c. Prior to 0900hrs, or as call volume permits, the City of Marco Island Battalion Chief or designee must fax or email a complete ALS Staffing Report to DL-EMS Battalion Chiefs email list. If staffing changes are made during the shift, an updated report will be provided prior to or at the end of shift to reflect staffing changes. The EMS Battalion Chief will provide a complete EMS Staffing report to the City of Marco Island Battalion Chief's office.

5. QUALITY ASSURANCE:

- a. City of Marco Island Fire-Rescue Department 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 PCRs. The City (QA) member may attend the ALS Transport Quality Assurance Committee when cases are discussed involving a City FF/PM actions.
- b. City of Marco Island Fire-Rescue Department will adhere to QA standards of the OMD and provide quarterly reports reflecting the monitoring guidelines employed by the County.
- c. Patient care concerns may be found outside of report monitoring and may be reported by either agency or allied personnel such as hospital staff, deputies, etc. Concerns should be made in writing to a QA Committee member via the Quality Assurance Review Form whenever possible and including pertinent specific details.
- d. The Medical Director will review all potential malpractices and make recommendations for follow up with call participants and future treatment or training guidelines. Feedback will be provided to both the complainant and the treating paramedic by the QA committee upon the resolution of the issue.
- d. At the discretion of the Medical Director or designee, routine or informational QA Review with City of Marco Island Fire-Rescue Department personnel may be handled entirely by the City of Marco Island Fire-Rescue Department appointed representative.

The member shall review and complete all paperwork with the City of Marco Island Fire-Rescue Department personnel and return all necessary documentation to the ALS Non-Transport QA Committee within thirty [30] calendar days.

- e. 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.
- g. In the event the City wishes to order an EMT or Paramedic for remediation or to be immediately prohibited from providing patient care they will submit in writing the information to the OMD for consideration.

6. TRAINING:

- a. The CITY Training person(s) is qualified to instruct CITY firefighter paramedics or EMTs Medical Director approved in-services, certifications, classes, etc. utilizing preapproved curriculum
- b. Any curriculum taught by the CITY EMS training person(s) will be submitted with a complete student roster to the OMD in order to qualify for COUNTY accreditation, if requested. In addition, the EMS training officer will accurately record continuing education hours of any personnel completing their training and provide those records to the COUNTY quarterly.
- c. The CITY will provide to the State Fire College appropriate approved training documentation for recognized State approved fire classes.