

CONTRACT NO. 2003-188

BCC APPROVED 3/19/2003

**AGREEMENT  
BETWEEN  
THE CITY OF SARASOTA  
AND  
SARASOTA COUNTY  
FOR  
FIRE AND EMERGENCY MEDICAL SERVICES**

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**THE CITY OF SARASOTA**

**AND**

**SARASOTA COUNTY**

**FOR**

**FIRE AND EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT is entered into by and between the **CITY OF SARASOTA**, a municipal corporation organized and existing under the laws of the State of Florida hereinafter referred to as the "CITY," and **SARASOTA COUNTY** a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

**WITNESSETH**

**WHEREAS**, the COUNTY and the CITY entered into that certain agreement titled: "Agreement between the City of Sarasota and Sarasota County for Fire and Emergency Medical Services", dated November 21, 1995, which became effective on January 1, 1996; and

**WHEREAS**, the Interlocal Agreement provided that the COUNTY would provide essential municipal services of fire and emergency medical services within the municipal boundaries of the CITY; and

**WHEREAS**, in accordance with the Interlocal Agreement, the COUNTY enacted Ordinance No. 96-056 and the CITY enacted Ordinance No. 96-3957 which extended the COUNTY's municipal services taxing or benefit unit, defined as the Sarasota County Fire and Rescue District, to include the municipal boundaries of the CITY, so as provide for the funding of fire and emergency medical services; and

**WHEREAS**, in accordance with the Interlocal Agreement, the COUNTY, for various reasons, has given notice of termination to the CITY, such termination to be effective on September 30, 2003; and

**WHEREAS**, the CITY and the COUNTY desire to enter into a new, superceding, Interlocal Agreement in order that the COUNTY may continue to provide the CITY with essential municipal services of fire and emergency medical services within the municipal boundaries of the CITY according to the terms and conditions as more particularly set forth herein; and

**WHEREAS**, prior to consolidation the CITY maintained a high level of professional fire and emergency medical service "EMS" protection for the benefit of the citizenry thereof; and

**WHEREAS**, the CITY is desirous of maintaining the high level of competent professional fire and emergency medical services in conjunction and harmony with its policies of sound fiscal management; and

**WHEREAS**, the COUNTY has agreed to render to the CITY a high level of professional fire and emergency medical services, and the CITY is desirous of receiving such services upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the CITY and the COUNTY agree as follows:

## **ARTICLE I**

### **AGREEMENT**

This Agreement is entered into between Sarasota County and the City of Sarasota pursuant to Chapters 125 and 163 of the Florida Statutes (2002).

## **ARTICLE 2**

### **DEFINITIONS**

"AERIAL DEVICE" Aerial Device shall mean a piece of fire fighting apparatus capable of elevated rescue operations and elevated fire stream delivery.

"CAPITAL ASSET" Capital Asset shall mean any fire engine, ambulance, motor vehicle, fire fighting apparatus, emergency medical apparatus or any other equipment or asset having a value of SEVEN HUNDRED AND FIFTY (\$750.00) DOLLARS or more and a service life expectancy of 1 year or greater.

"CRITICAL INCIDENT STRESS DEBRIEFING TEAM" Critical Incident Stress Debriefing Team shall mean a cadre of personnel which provides appropriate and professional peer counseling, defusing or debriefing following an emergency incident or other event which indicates the need for stress debriefing.

"DISTRICT" shall mean the Sarasota County Fire and Rescue District, as adopted by COUNTY Ordinance No. 88-56, as amended.

"EMERGENCY MEDICAL SERVICES" Emergency Medical Services shall mean emergency rescue and patient transport services provided by an emergency medical services unit.

"EMS" EMS shall mean emergency medical services.

"EMS MILLAGE TAX" EMS Millage Tax shall mean the levy of an ad valorem tax for municipal purposes upon all taxable real and tangible personal property to fund the costs of Emergency Medical Services.

"EMS REPORT" EMS Report shall mean reports of a patient rescue and/or transport by an EMS unit.

"EMERGENCY MEDICAL SERVICES UNIT" Emergency Medical Services Unit shall mean one advanced life support response unit as licensed by the State of Florida.

"FIRE ARSON INVESTIGATIVE SERVICES" Fire Arson Investigative Services shall mean the investigation into the cause and origin of a fire and the investigation and criminal prosecution of criminal offenses related thereto.

"FIREFIGHTER" Firefighter shall mean a member of the City of Sarasota Fire Rescue Bureau who was hired by the CITY to serve as a firefighter, whose employment is regular and continuous and not temporary, who is subject to any civil service rules and who is a member of the Firefighters' Pension Plan.

"FIREFIGHTERS' PENSION PLAN" Firefighters' Pension Plan shall mean the pension plan established by the City of Sarasota as described in Chapter 24, Article II, Division 2 of the Sarasota City Code, as amended.

"FIRE HYDRANT MAINTENANCE ORDINANCE" Fire Hydrant Maintenance Ordinance shall mean an ordinance enacted by the COUNTY which requires the maintenance of fire hydrants by the various utilities or local governments located within the COUNTY, which receive fire suppression services from the COUNTY.

"FIRE PREVENTION PROGRAMS" Fire Prevention Programs shall mean the development and delivery of public presentations designed to promote and/or educate the general public in fire safety or life safety behaviors.

"FIRE PROTECTION SERVICES" Fire Protection Services shall mean Fire Suppression Services, first response medical aid, educational programs, inspections and Tactical Reviews.

"FIRE REPORT" Fire Report shall mean a report by a fire suppression services unit or by a member of a fire investigation team.

"FIRE SAFETY INSPECTIONS" Fire Safety Inspection shall mean the inspection or examination of a commercial or multifamily residential structures for the purpose of determining compliance with applicable fire and life safety codes or for effective fire suppression efforts.

Fire Safety Inspections are performed by the Fire Safety Inspectors and are coordinated by the Fire Marshall.

"FIRE SUPPRESSION SERVICES" Fire Suppression Services shall mean emergency fire extinguishment and abatement services by a fire suppression unit or the mitigation of hazardous material incidents or technical rescue or specialized rescue by the Special Operations Response Team.

"FIRE SUPPRESSION UNIT" Fire Suppression Unit shall mean one fire engine of 1000 gallons per minute or greater or other fire suppression apparatus capable of rendering fire suppression and basic life support.

"FIRE-RESCUE ASSESSMENT" Fire-Rescue Assessment shall mean the levy of assessments for benefits against real property in accordance with the terms of COUNTY Ordinance 88-56, as amended from time to time, to fund all or any portion of the District's cost of providing Fire Protection Services and facilities, equipment, or programs. Such Fire Protection Services may include providing services such as mutual aid to other fire and/or rescue service providers.

"GENERAL EMPLOYEE" General Employee shall mean a full-time employee of the City of Sarasota whose employment is regular and continuous and not temporary and who is a member of the General Employees' Pension Plan.

"GENERAL EMPLOYEES' PENSION PLAN" General Employees' Pension Plan shall mean the pension plan established by the City of Sarasota as described in Chapter 24, Article II, Division 4 of the Sarasota City Code, as amended.

"HEALTH TRUST FUND CONTRIBUTION" Health Trust Fund Contribution means the amount of money the COUNTY will pay to the CITY for any fiscal year in an amount equal to COUNTY's Health Trust Fund payments for the purpose of funding the retirement health benefits for certain Transferred Employees.

"HEALTH TRUST FUND" Health Trust Fund means a fund established by CITY for the purpose of off-setting part of the cost the CITY will bear for providing post-retirement health insurance coverage for certain Transferred Employees upon retirement. This Fund will be established and maintained solely from payments received by CITY from COUNTY.

"ISO RATING" ISO Rating means the rating issued by the Insurance Services Office.

"JOURNEYMAN FIRE MEDIC" Journeyman Fire Medic means a Journeyman Fire Medic Top Step as classified by the Personnel Rules and Regulations of the COUNTY.

"LENGTH OF SERVICE" Length of Service shall mean the total length of employment according to CITY records computed from the initial service date or adjusted service date.

"LEVEL OF SERVICE" Level of Service shall mean comprehensive fire and EMS protection provided on a 365-day basis on a twenty-four (24) hour per day basis.

"MAINTAIN" Maintain shall mean to keep in good, operating condition.

"MARINE OPERATIONAL SERVICES" Marine Operational Services shall mean the provision of fire suppression or EMS services by a fire-rescue marine vessel on the inland and coastal waters.

"PENSION BOARD OF TRUSTEES" Pension Board of Trustees shall mean the board of trustees of the General Employees' Pension Plan or Firefighters' Pension Plan.

"PERSONNEL COSTS" Personnel Costs shall mean contract wages and all associated fringe benefit costs including, but not limited to, costs related to insurance, FICA, pension, overtime, education, and longevity.

"PROJECTED FIRE ASSESSMENT FEE" Projected Fire Assessment Fee means ninety-five percent (95%) of the amount of the assessment COUNTY projects it will make for any fiscal year from owners of property located within the boundaries of CITY under the authority of the COUNTY's Municipal Services Taxing or Benefit Unit (MSTU) Ordinance No. 88-56, as amended. The projected Fire Assessment Fee is the estimate of the revenue to be collected by the fee when the Proposed Fire Assessment Rates are multiplied by the City Property Assessment Roll as provided by the Sarasota County Property Appraiser, the total of which is then multiplied by 95%.

"SPECIAL EVENTS" Special Events shall mean events, such as parades, festivals, sporting events, pyrotechnic displays or other similar activities for which capital assets or personnel may be required for public safety.

"SPECIAL OPERATIONS RESPONSE TEAM" Special Operations Response Team shall mean apparatus, equipment and personnel trained for response to incidents involving hazardous materials, confined space, trench rescue, high angle rescue, heavy extrication and weapons of mass destruction and for the purpose of protecting life and property, including appropriate professional guidance for handling situations involving hazardous materials or hazardous waste.

"TACTICAL REVIEW" Tactical Review shall mean an analysis of the fire problem(s) of a particular building in terms of size, hazards, and built-in fire protection. Tactical reviews are performed by Firefighters and the purpose is to increase awareness and familiarity to the Firefighters who may have to operate at that location under fire conditions.

"TIME IN GRADE" Time in Grade shall mean time of service since appointment to most recent rank.

"TRANSFERRED EMPLOYEE" Transferred Employee means any City of Sarasota employee whose employment relationship with the CITY ceased pursuant to the terms of the Interlocal Agreement for Fire and Emergency Medical Services, dated November 21, 1995, (identified in Attachment "A" thereto) and was transferred into COUNTY service on January 1, 1996.

### ARTICLE 3

#### SCOPE OF SERVICES

3.1 FIRE PROTECTION SERVICE shall be maintained by the COUNTY and provided to the CITY in accordance with ISO criteria through the use of fire engines, aerial devices, specialty units, hazardous material response units, marine fire suppression units and other fire suppression units.

3.2 EMERGENCY MEDICAL SERVICES shall be maintained by the COUNTY and provided to the CITY in accordance with the Florida Administrative Code 64E-2 and Chapter 401 of the Florida Statutes, and shall include, at minimum, one emergency medical service unit to be stationed at each fire rescue station located within the CITY.

3.3 MARINE OPERATIONAL SERVICES shall be maintained by the COUNTY and provided to the CITY through the use of motorized marine vessel capable of fire suppression with onboard pumping capabilities and EMS delivery.

3.4 The COUNTY will provide to the CITY fire safety inspections, Tactical Review, and fire/arson investigative services on a timely basis and at a sufficient level to meet the demand.

3.5 The COUNTY shall provide to the CITY a Level of Service that is at a standard corresponding to, and not less than, the Level of Service provided to the CITY immediately prior to November 21, 1995. However, the ISO Rating shall be maintained by the COUNTY at a 3 or better for all areas located within the CITY. Provided, however, that if the ISO Rating standards are materially adjusted, then the minimum ISO Rating required herein shall be that which most closely conforms to the "3" ISO Rating in effect on December 31, 1995. Except as otherwise hereinafter specifically set forth, such comprehensive fire and EMS protection shall encompass all those duties and functions of the type coming within the jurisdiction of and customarily rendered by CITY's Fire-Rescue Services Bureau and the Sarasota County Fire Department in accordance with applicable statutes of the State of Florida.

3.6 The COUNTY shall maintain statistical information at all times during the term of this Agreement and provide the CITY, upon request, with written reports regarding response times, number and types of calls, ISO rating information, staffing levels and false alarm response information.

3.7 In addition to those duties and responsibilities hereinabove described, the COUNTY shall provide to the CITY, at all times during the term of this Agreement, the following expertise, services, and facilities as may be required from time to time:

3.7.1 A "Special Operations Response Team." The COUNTY shall extend to the CITY existing and future contracts promulgated with hazardous materials and hazardous waste clean-up services and hazardous waste expertise as provided within the COUNTY.

3.7.2 A "Critical Incident Stress Debriefing Team."

3.7.3 A Fire Hydrant Maintenance Ordinance.

3.7.4 Fire Inspections for existing commercial structures and Tactical Review of new and existing commercial structures.

3.7.5 Fire Reports and EMS Reports shall be maintained by the COUNTY and be made available to the CITY for review at all times upon reasonable notice subject to any and all laws and/or regulations requiring confidentiality and with the Health Insurance Portability and Accountability Act of 1996 (HIPPA).

3.7.6 Fire Prevention Programs including, but not limited to programs for school age children and the elderly.

3.7.7 Fire Arson Investigation Services to assist City Police in criminal investigations of arson or other related criminal offenses.

3.7.8 The COUNTY shall provide special event services as may from time to time occur within the CITY, provided the special event has been approved by the CITY. The cost of such special event services shall be borne by the organization requesting the special event and shall be payable in such amounts and in such manner as may be determined by the COUNTY and the event sponsor. The CITY shall assist the COUNTY in obtaining reimbursement for the costs of providing such special event service. If the CITY sponsors the special event the COUNTY shall charge the CITY for such special event services an amount as may be determined by mutual agreement for each such special event.

3.8 COUNTY agrees that it will designate one seat on its Fire and Rescue Advisory Board and one seat on the Ambulance District Advisory Board for appointment by the City Commission. The appointment by the City Commission to the Fire and Rscue Advisory Board shall be made at such time as an appointment for a seat on such Board becomes available.

## **ARTICLE 4**

### **MAINTENANCE OF ABILITY**

The COUNTY shall furnish to and maintain for the benefit of the CITY, without additional cost, except as provided for in Section 5.4, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be rendered hereunder.

## **ARTICLE 5**

### **EMPLOYMENT RESPONSIBILITIES**

5.1 Transferred Employees that continue to be employed by the COUNTY shall have the same rights and responsibilities as is applicable to other similarly situated COUNTY employees. Transferred Employees shall be and remain COUNTY employees until their cessation of employment with the COUNTY, and none of them shall be considered to be in the employ of the CITY for the purpose of insurance benefits, civil service benefits, compensation, pension benefits, collective bargaining relationship, and/or any other status or right. Accordingly, the CITY shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, except as expressly provided for in Section 5.4, insurance premiums, workers' compensation funds (Chapter 440, F.S.) vacation or compensatory time, sick leave benefits or other amenities of employment to any COUNTY personnel performing services, duties and responsibilities hereunder for the benefit of the CITY and the residents thereof or any other liabilities whatsoever, unless specifically provided to the contrary herein. The CITY shall not be liable for compensation, contribution or indemnity to the COUNTY of any kind whatsoever, arising out of such employment and performance of the services, duties and responsibilities contemplated herein. Under no circumstances and for no purpose shall the CITY and the COUNTY be deemed joint employers of Transferred Employees. Moreover this Agreement shall always be construed to be consistent with this consideration and requirement.

5.2 The CITY shall not be liable for benefits, or compensation, accrued on behalf of any Transferred Employee while employed by the COUNTY, except as provided for in Section 5.4.

5.3 The CITY and the COUNTY agree that each Transferred Employee had the right to select, in writing, executed prior to December 15, 1995, participation within either the Florida Retirement System or to remain in the City of Sarasota General Employees' Pension Plan or Firefighters' Pension Plan, as applicable, and that each Transferred Employee's election, was irrevocable.

5.4 For all Transferred Employees who elected to continue participation in their respective Pension Plans, the COUNTY and CITY agree each fiscal year to pay to such Pension Plans monies as herein prescribed.

5.4.1 For General Employees, the COUNTY agrees to pay to the General Employees' Pension Fund monies equivalent to the sum total of the Transferred Employees' required annual contribution to that plan and the required Employer's annual contributions as determined by the actuary employed by the General Employees' Pension Board of Trustees and as otherwise provided for by state law or by ordinance of the City of Sarasota, as amended. Such funds shall be transferred by wire on the same day as payroll is paid. The CITY agrees to transfer by wire or otherwise deposit the funds due to the General Employees' Pension Fund the same day it is received from the COUNTY. A transferred General Employee who elected to continue in the City of Sarasota General Employees' Pension Plan shall continue to make the required employee contribution to that plan and also make his/her required contribution to Social Security. The COUNTY's obligation to make contributions to the General Employees' Pension Fund shall cease when the last General Employee ceases employment with the COUNTY.

5.4.2 For Firefighters, the CITY agrees to pay to the Firefighters' Pension Fund the lesser amount of the monies equivalent to the sum total of the Share Distribution paid to firefighters and the surviving spouse of firefighters that retired prior to January 1, 1996 or the required Employer's annual contribution to that plan. For purposes of this paragraph, the Share Distribution shall mean the "available funds" as set forth in Section 24-43(c) of the Sarasota City Code. In addition, the COUNTY agrees to pay to the Firefighters' Pension Fund monies equivalent to the sum total of the Transferred Employee's required annual contribution to that plan, and the lesser amount of either One Million Seven Hundred Thousand Dollars (\$1,700,000.00) or the required Employer's annual contributions as determined by the actuary employed by the Firefighters' Pension Board of Trustees and as otherwise provided for by state law or by ordinance of the City of Sarasota, as amended, less the amount of the CITY's payment to fund the Share Distribution as set forth above. In addition, for Firefighters, the CITY agrees each fiscal year to pay to the Firefighters' Pension Plan the lesser amount of either Five Hundred Thousand Dollars (\$500,000.00) or the amount of the said required Employer's annual contributions, less the amount of the CITY'S payment to fund the Share Distribution as set forth above, in excess of One Million Seven Hundred Thousand Dollars (\$1,700,000.00). In addition, each fiscal year for which the said required Employer's annual contribution, less the amount of the CITY'S payment to fund the Share Distribution as set forth above, exceeds Two Million Two Hundred Thousand Dollars (\$2,200,000.00), the COUNTY and CITY shall pay to the Firefighters' Pension Plan monies equivalent to the amount of said excess as follows: Sixty Five Percent (65%) by the COUNTY and Thirty Five Percent (35%) by the CITY. Such funds shall be transferred by wire on the same day as payroll is paid. The CITY agrees to transfer by wire or otherwise deposit the funds due to the Firefighters' Pension Fund the same day it is received from the COUNTY. A Transferred Firefighter who elected to continue in the City of Sarasota Firefighters' Pension Plan shall continue to make the required employee

contributions to that plan. Such Firefighter will continue to be exempt from Social Security contributions. The COUNTY's obligation to make contributions to the Firefighters' Pension Plan shall cease upon the earlier of October 1, 2023, or upon the termination date or expiration date of this Agreement.

5.5 The COUNTY agrees to abide by the provisions of the City of Sarasota General Employees' Pension Plan as described in Chapter 24, Article II, Division 4 of the Sarasota City Code and as amended, and the provisions of the City of Sarasota Firefighters, Pension Plan as described in Chapter 24, Article II, Division 2 of the Sarasota City Code, as amended, subject to the COUNTY's obligation to collectively bargain and/or manage its employees as provided by law.

5.6 The parties agree that they will, upon the reasonable request of the Board of Trustees of the General Employees' Pension Plan or the Firefighters' Pension Plan, make a meeting or conference room available for monthly or special meeting of such Board during regular business hours.

5.7 The parties agree that they will, upon the reasonable request of the Board of Trustees of the General Employees' Pension Plan or the Firefighters' Pension Plan and the submittal of an appropriate release signed by the concerned Transferred Employee, within a reasonable period of time, provide to such Board all requested records, documents and reports relating to such Transferred Employee, in order for such Board to consider such Transferred Employees' request for disability benefits.

5.8 The CITY agrees that it will not amend Chapter 24 of the Sarasota City Code in such a manner that the pension benefits for any Transferred Firefighter are affected, without the prior approval of the COUNTY, except to the extent necessary so as to comply with State and Federal law, for which COUNTY approval shall not be unreasonably withheld. The CITY and the COUNTY agree that if any amendment to the Firefighters' Pension Plan causes any funding change, whether positive or negative to the Fund, such change shall be realized on the effective date of the amendment and not at the commencement of the next fiscal year.

5.9 The CITY agrees that prior to the appointment of a legal resident of the CITY to fill one of the two City Commission appointments to the Firefighters' Pension Board, as provided for in Section 24-23 of the Sarasota City Code, as amended, the CITY will solicit from the COUNTY the names of persons it wishes the City Commission to consider for appointment to such board.

## ARTICLE 6

### EMPLOYMENT RIGHT OF CONTROL

6.1 During the term of this Agreement, the COUNTY shall have and maintain all responsibility for and control over the delivery of services, standards of performance, discipline of personnel, and other matters relevant to the performance of the services, duties, and responsibilities described and contemplated herein, including the determination of wages and benefits, except pension benefits.

## ARTICLE 7

### COUNTY FUNDING ALTERNATIVES

7.1 For the purposes of funding of the Fire Protection Services, and the duties and responsibilities related thereto, to be performed by the COUNTY described and contemplated herein, the COUNTY and the CITY have enacted ordinances expanding, pursuant to Section 125.01(l)(q), Florida Statutes, the COUNTY's Municipal Service Benefits Unit created pursuant to County Ordinance No. 88-56, known as the Sarasota County Fire and Rescue District, to include within its the boundaries the CITY, with special assessment rates and impact fees for and Fire Protection Services which are uniform throughout the COUNTY and the CITY. The CITY and the COUNTY agree to amend such ordinances expanding and consenting to such expansion of the COUNTY's municipal service benefit unit as to all future assessments made by the COUNTY, so as to fund the Fire Protection Services provided by the COUNTY to the CITY, as set forth in this Agreement, for the term of this Agreement or any extension thereof. The COUNTY agrees that throughout the entire term of this Agreement, as extended, impact fees for Fire Protection Services collected from within the CITY shall be segregated and expended only for the provision of Fire Suppression Services by the COUNTY to the CITY. The facilities, equipment, vehicles, or apparatus purchased thereby shall be located within the CITY.

7.2 The CITY agrees that its amended ordinance consenting to the expansion of the COUNTY's municipal service benefit unit shall provide that the COUNTY shall have the power to amend its Municipal Service Benefits Unit ordinance, but only to the extent that such amendments are directly related to the assessment rates or impact fees for the provision of Fire Suppression Services by the COUNTY to the CITY and only to the extent that such assessment rates and impact fees remain uniform throughout the COUNTY and CITY.

7.3 For the purposes of the funding of the Emergency Medical Services and the duties and responsibilities related thereto, to to be performed by the COUNTY described and contemplated herein, the COUNTY agrees to enact an ordinance to expand, pursuant to Section 125.01(l)(q), Florida Statutes, a Municipal Service Taxing Unit and to include within its boundaries the CITY, with EMS Millage Tax rates and impact fees for Emergency Medical Services which are uniform throughout the COUNTY and the CITY. The CITY agrees to enact

an ordinance consenting to its inclusion in the COUNTY's municipal service taxing unit as to all future EMS Millage Tax rates made by the COUNTY, so as to fund the Emergency Medical Services provided by the COUNTY to the CITY, as set forth in this Agreement, for the term of this Agreement or any extension thereof. The COUNTY agrees that throughout the entire term of this Agreement, as extended, impact fees for Emergency Medical Services collected within the CITY shall be segregated and expended only for the provision of Emergency Medical Services by the COUNTY to the CITY.

7.4 The CITY agrees that its ordinance consenting to the expansion of the COUNTY's municipal service taxing unit shall provide that the COUNTY shall have the power to amend its Municipal Service Taxing Unit ordinance, but only to the extent that such amendments are directly related to the EMS Millage Tax rate or impact fees for the provision of Emergency Medical Services by the COUNTY to the CITY and only to the extent that such EMS Millage Tax rate and impact fees remain uniform throughout the COUNTY and CITY.

7.5 For the term of this Agreement, as extended, the CITY shall continue to impose the excise tax on property insurance premiums authorized by Chapter 175, as Amended.

## **ARTICLE 8**

### **CITY AND COUNTY ANNUAL CONTRIBUTIONS OR PAYMENTS**

8.1 The parties hereto agree that for all fiscal years during the term of this Agreement, as extended, the total cost to COUNTY for the provision of Fire Protection Services and Emergency Medical Services, as provided for herein, shall be funded solely through the Fire Assessment Fees and the EMS Millage Tax rate imposed and collected by COUNTY under the authority of the Municipal Service Taxing or Benefits Units created by COUNTY and CITY ordinances, as more particularly described in Article 8.

8.2 The COUNTY agrees to pay biweekly to CITY for deposit into the Health Trust Fund 4% of a journeyman fire medic's base bi-weekly wages for each active transferred firefighter in the Firefighters' Pension Fund.

## **ARTICLE 9**

### **INDEMNIFICATION**

9.1 The COUNTY agrees, subject to the limitations contained in section 768.28 of the Florida Statutes, as amended, to unconditionally indemnify, defend and hold the CITY harmless against any (i) loss, liability, damage, expense or claims arising from or resulting from the intentional and/or negligent acts or the alleged intentional and/or negligent acts of the COUNTY employees or its agents, in connection with the performance of the COUNTY services enumerated within the scope of this Agreement; and (ii) any other loss, liability, damage, expense or claim which may be incurred by or asserted against the CITY directly or indirectly

resulting from the performance or failure to perform any duties, responsibilities or actions contemplated within the scope of this Agreement by any COUNTY employee during the term of the Agreement.

9.2 The COUNTY does hereby agree and acknowledge that it shall pay when due and upon the exhaustion of available legal remedies any judgments or claims for damages, penalties or otherwise against the CITY, and shall assume the burden, expense of defending all suits administrative proceedings and resolutions of any description with all persons, corporate entities, political subdivisions or governmental agencies arising out of the occurrences set forth in this Agreement.

9.3 This obligation of indemnity provided to the CITY by the COUNTY under the terms of this Agreement shall commence on the effective date of this Agreement and shall terminate upon the date which is four years after the earlier to occur of (a) termination of the Agreement; and (b) the termination of this Agreement as provided herein prior to the expiration date.

9.4 The indemnification contemplated within the scope of this Agreement shall be continuing, irrevocable and binding upon the COUNTY and its successors and assigns and shall inure to the benefit of the CITY and its successors and assigns. Nothing contained in this Article 9 shall constitute, or be construed as, a waiver of sovereign immunity with respect to claims, demands, or suits brought by third parties.

9.5 The COUNTY agrees to reimburse the CITY for all of the reasonable attorneys' fees and costs which CITY incurs in the defense of any lawsuit which seeks to declare invalid those amendments to the following sections of Chapter 24, Sarasota City Code as enacted in City of Sarasota Ordinance NO. 03-4458:

1. Sec. 24-21. Definitions.  
The following definitions only:  
Average Compensation  
Salary
2. Sec. 24-22. Creation; payment into fund in its entirety.
3. Sec. 24-29. Disability and death.  
Sub-paragraph (b), excluding the last sentence to the first paragraph of Sec. 24-29(b)  
Sub-paragraphs (c), (d), and (g) in their entirety.
4. Sec. 24-30. Normal retirement; early retirement; spouse's benefits.  
Sub-paragraphs (a) and (b) in their entirety.
5. Sec. 24-31. Special provisions and limitations, federal.  
The deletion of sub-paragraphs (a)(3) a. and b. and the addition of (a)(8) a. and b.,  
but not (a)(3) d. and e. renumbered as (a)(3) a. and b. or the deletion of (a)(6).
6. Sec. 24-38. Lay-off, consolidation and termination benefits in its entirety.
7. Sec. 24-43. Cost-of-living adjustments.  
Sub-paragraph (c) - Available funds, definitions and allocation in its entirety  
But not sub-paragraph (b) or the deletion of sub-paragraph (b)(1).

If any such lawsuit is filed, the City Attorney and the County Attorney shall confer with respect to the selection of legal counsel by the CITY; provided, however, that the CITY shall have the right to select legal counsel to represent it in the defense of any such lawsuit. The CITY shall provide the COUNTY with documentation to support the attorneys' fees and costs incurred by it in the defense of any such lawsuit. The COUNTY shall reimburse the CITY the entire amount of its reasonable attorneys' fees and costs incurred in the defense of any such lawsuit on a monthly basis.

9.6 The COUNTY agrees to reimburse the CITY for one-half the reasonable attorneys' fees and costs incurred by the CITY in the defense of any lawsuit which seeks to declare invalid those amendments set forth in City of Sarasota Ordinance No. 03-4457. If any such lawsuit is filed, the City Attorney and the County Attorney shall confer with respect to the selection of legal counsel by the CITY; provided, however, that the CITY shall have the right to select legal counsel to represent it in the defense of any such lawsuit. The CITY shall provide the COUNTY with documentation to support the attorneys' fees and costs incurred by it in the defense of any such lawsuit. The COUNTY shall reimburse the CITY the cost of one-half of its reasonable attorneys' fees and costs incurred in the defense of the lawsuit on a monthly basis.

## **ARTICLE 10**

### **TERM OF AGREEMENT**

10.1 This Agreement shall remain in full force and effect commencing October 1, 2003 and ending September 30, 2023, all dates inclusive, unless this Agreement is otherwise extended or terminated in accordance with the terms of this Article and Article 11, hereof. Although this Agreement will not be filed with the Clerk of the Circuit Court, in and for Sarasota County, prior to October 1, 2003, and will not thereby become effective until filed, the term of this Agreement, upon its filing with the aforementioned Clerk of the Circuit Court, shall be deemed to relate back to October 1, 2003, and CITY and COUNTY agree to be bound by the terms hereof commencing October 1, 2003.

10.2 This Agreement shall renew automatically for successive additional periods of twenty (20) years unless otherwise terminated as provided for in Article 11.

## **ARTICLE 11**

### **TERMINATION OF AGREEMENT**

11.1 The CITY and COUNTY may terminate this agreement, if mutually agreed upon, in writing, executed with the same formalities of this Agreement upon such terms and conditions as may particularly set forth therein.

11.2 COUNTY does hereby acknowledge that CITY is entering into this Agreement in full reliance upon COUNTY's fulfillment of the obligations herein imposed for the full term contemplated herein. CITY also acknowledges that COUNTY shall expressly assume the burden of service herein described for costs and at the expense of making numerous operational changes to and with COUNTY's existing system and that COUNTY is entering into this Agreement in reliance that CITY will continue in this Agreement for the full term stated herein. However, CITY and COUNTY realize that unforeseen events may occur that may cause one or the other party or both to seek termination of this Agreement in a manner consistent with the terms described below:

11.3 In its sole discretion, CITY may terminate this Agreement, for any reason whatsoever, by giving written notice thereof to COUNTY, according to the schedule set forth in Section 11.5 herein; provided, however, except as provided in Section 11.5 herein, such termination shall not be effective until the beginning of the first fiscal year which is at least three hundred sixty-five (365) days after receipt of written notice by the COUNTY.

11.4 In its sole discretion, COUNTY may terminate this Agreement, for any reason whatsoever, by giving written notice thereof to CITY; provided, however, except as provided in Section 11.6 herein, such termination shall not be effective until the beginning of the first fiscal year which is at least three hundred sixty-five (365) days after receipt of written notice by the CITY.

11.5 Notice of Termination by either party, as provided for in Sections 11.3 and 11.4 herein may only be provided during the following time periods:

11.5.1 From August 1, 2008 to September 30, 2008;

11.5.2 From August 1, 2013 to September 30, 2013;

11.5.3 From August 1, 2018 to September 30, 2018;

11.6 In the event of such termination, the CITY shall render such aid, coordination and cooperation to COUNTY that might be required for an expeditious and efficient termination of service.

11.7 COUNTY agrees and recognizes the necessity of providing continued emergency medical services to the citizens of the CITY. Therefore, within this Agreement, the COUNTY agrees that in the event of termination of this Agreement, including any renewal periods, the COUNTY shall support and approve and not oppose in any manner the issuance of all necessary licenses, certificates, documents or permits to allow CITY to reinstate the CITY's Fire and Emergency Medical Service as presently provided by CITY.

11.8 In the event of termination or expiration of this Agreement, COUNTY and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from COUNTY to a CITY operated or contracted Fire and/or Emergency Medical Service and to

maintain during such period of transition the same high quality of Fire and Emergency Medical protection otherwise afforded to the residents of CITY pursuant to the terms hereof.

11.9 In the event of such termination or expiration, and in the event that on the actual date that such transfer of services is to take place, but CITY is unable to provide the same level of service of Fire Suppression Services, Emergency Medical Services and Marine Operational Services, as provided for in this agreement, then this Agreement shall be deemed automatically extended for a period of one hundred fifty (150) days, or until CITY is capable of rendering such services. CITY agrees to reimburse COUNTY for actual expenses incurred during such automatic extension period as evidenced by appropriate invoices, payroll records, operational records, and any other financial records as may be deemed appropriate to reconcile actual expenditures by COUNTY.

11.10 The CITY and COUNTY recognize the need to protect Transferred Employees from adverse effects which may be caused by the necessity to terminate this Agreement or its expiration. Therefore, the parties agree that upon termination or expiration of this Agreement, the CITY will voluntarily recognize IAFF Local 2546, if at the time of termination or expiration of this Agreement, employees being employed by the CITY are represented by said union, providing that the union demonstrates at least a 66-2/3% showing of interest.

11.11 Furthermore, the CITY agrees that upon termination or expiration of this Agreement, any employee who is enrolled in the City of Sarasota General Employees' Pension Plan or the City of Sarasota Firefighters' Pension Plan, to the extent permitted by state law or ordinance of the City of Sarasota, as amended, shall continue their enrollment whether the employee continues employment with the COUNTY, or returns to CITY service.

11.12 The CITY and COUNTY agree that it is in their mutual best interest that this Agreement not be terminated unilaterally by either party. Therefore, the CITY and COUNTY agree to attempt to resolve any issues or differences which might result in a unilateral Notice of Termination to be served upon the other by engaging in mediation, with a mediator agreeable to both parties, in advance of any such Notice.

## ARTICLE 12

### FACILITIES AND EQUIPMENT

12.1 The CITY agrees to lease to the COUNTY for the sum of \$1.00 per year structures, as identified in the Interlocal Agreement for Fire and Emergency Services dated November 21, 1995, (as identified in Attachment "C" thereto), for the housing and operation of services provided for herein payable by September 30 of each year.

12.2 The COUNTY agrees to maintain, at its expense, during the term of this Agreement the facilities in a clean condition, free from debris, normal wear and tear excepted. Maintenance services for the structural portion of the buildings shall also be performed by

COUNTY, at its expense, including, but not limited to such items as roof repairs, doors, window, walls, plumbing. The COUNTY shall maintain, at its expense, all other portions of the buildings including daily cleaning, carpet, appliances, all furniture and fixtures (including interior and exterior lights) and other such building items.

12.3 Any proposed changes, modifications, or capital improvements to the structures by the COUNTY shall first be submitted to the CITY for review and approval. All changes, modifications, or capital improvements shall be at the COUNTY's expense and must be permitted and constructed under all requirements of the CITY's building codes.

12.4 All utilities including, but not limited to electric, water, sewer, and solid waste removal shall be payable by the COUNTY, through the term of this Agreement.

12.5 The COUNTY agrees that it will not close, vacate or relocate any facilities identified in the Interlocal Agreement for Fire and Emergency Services dated November 21, 1995, (as identified in Attachment "C" thereto) without the written approval of the CITY.

12.6 The COUNTY agrees to vacate the facilities upon termination or expiration of this Agreement and remove such items of personalty therefrom as may have been brought onto such premises by the COUNTY, and the COUNTY shall peacefully surrender and deliver up the whole of such facilities, together with all improvements thereon.

12.7 The CITY pursuant to the previous Interlocal Agreement for Fire and Emergency Medical Services, dated November 21, 1995, transferred to the COUNTY on January 1, 1996, all of the CITY's capital assets as identified in Attachment "D" thereto. The COUNTY shall maintain all such capital assets, to the extent such capital assets are still in service, at its sole expense during the term of this agreement or any extension thereof.

12.8 The CITY agrees to pay the debt service for the fire station located on Waldemere Street. The COUNTY agrees to permit CITY or persons or organizations designated by CITY, to have access and the right to use the Waldemere fire station's training and meeting room. The CITY agrees to provide the COUNTY with reasonable notice of such use.

## ARTICLE 13

### NOTICES

13.1 All notices required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed return receipt requested. Any notice hereunder shall be addressed to the party intended to receive same at the following addresses:

13.1.1 Michael A. McNees, City Manager  
City of Sarasota  
1565 First Street  
Sarasota, Florida 34236

13.1.2 James L. Ley, County Administrator  
Sarasota County  
1660 Ringling Boulevard  
Sarasota, Florida 34236

#### ARTICLE 14

#### NO THIRD PARTY RIGHTS

The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any third party, except that the third party rights of Transferred Employees set forth in Article 5 and Sections 11.10 and 11.11 hereof are hereby recognized.

#### ARTICLE 15

#### AMENDMENTS

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

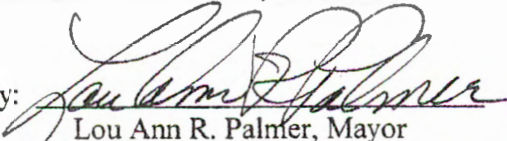
#### ARTICLE 16

#### BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the respective parties' successors.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives to execute this instrument on their behalf, at the times set forth below.

CITY OF SARASOTA, FLORIDA

By:   
Lou Ann R. Palmer, Mayor

Dated: April 21, 2003

ATTEST:

Billy E. Robinson  
Billy E. Robinson  
City Auditor and Clerk

SARASOTA COUNTY, FLORIDA

By: Shannon Staub  
Shannon Staub, Chairman  
County Commission

Dated: 4/23/2003

ATTEST:

Karen E. Rushing  
Clerk of the Circuit Court  
and Ex-Officio Clerk of the  
Board of County Commissioners  
of Sarasota County, Florida

By: Paula J. Clinton  
Deputy Clerk

Approved as to Form and Correctness:

Richard J. Taylor  
Richard J. Taylor, City Attorney

Approved as to Form and Correctness:

Jorge L. Fernández SEP  
Jorge L. Fernández, County Attorney