

**INTERLOCAL AGREEMENT PROVIDING FOR FIRE-RESCUE
SERVICES TO THE VILLAGE OF PINECREST BY THE CITY OF CORAL GABLES**

This Agreement, made and entered into this _____, 2008, by and between the City of Coral Gables, a Florida municipal corporation, hereinafter referred to as "City," and the Village of Pinecrest, a Florida municipal corporation, hereinafter referred to as "Village."

WITNESSETH:

WHEREAS, the Village presently does not maintain a Fire Protection and Fire Rescue Department with firefighting and emergency medical equipment and personnel, and desires the City to provide fire and rescue services to the Village; and

WHEREAS, the City does presently maintain a Fire Protection and Fire Rescue Department and desires to provide fire and rescue services to the Village; and

WHEREAS, the City has a mutual aid agreement with Hialeah Fire Rescue, Key Biscayne Fire Rescue, Miami Beach Fire Rescue, Miami-Dade County Fire Rescue, Miami Fire Rescue; and

WHEREAS, the Village of Pinecrest acknowledges that it is familiar with the facilities and equipment of the City of Coral Gables and has informed itself as to the scope and capabilities of facilities and equipment available, and does hereby accept the services and facilities as being adequate and capable for emergency and other related purposes within the incorporated areas of the Village of Pinecrest; and

WHEREAS, the City of Coral Gables wishes to provide such services at no cost to the City of Coral Gables or its residents, with the understanding that the Village of Pinecrest would assume all direct and indirect, consequential and inconsequential costs.

WHEREAS, the City and Village desire to enter into a cooperative arrangement providing fire, rescue, and inspection services benefiting public safety and local government; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, it is deemed mutually advantageous to enter into this Agreement for the express purpose of cooperating in the provision of fire, rescue, and inspection services without regard to territorial boundaries, which will benefit mutually and equally the citizens of each party; and

WHEREAS, the City will provide fire, rescue, and inspection services to the Village in conformance with the City's Fire Code Ordinances; and

WHEREAS, the City will provide fire and rescue equipment and personnel to ensure that the Village will receive the same or improved standards of fire and rescue services that are currently being experienced by the City of Coral Gables and its residents.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto, hereby agree as follows:

SECTION 1 – The recitals above are true and correct and incorporated herein.

SECTION 2 - PURPOSE

- a) This Agreement constitutes an interlocal agreement authorized by Section 163.01, Florida Statutes, being a joint exercise of power shared in common which any City could exercise separately and will be filed with the Clerk of the Circuit Court in and for Miami-Dade County, Florida.
- b) The purpose of this Agreement is to provide fire protection and fire rescue services within the municipal limits of the Village by the City Fire Rescue Department. Fire rescue will include advanced life support as that term is defined by Section 401-23, Florida Statutes. Fire protection will include plan review, fire code enforcement, fire suppression, fire inspection, and fire investigation.

SECTION 3 – TERM OF AGREEMENT

The term of this Agreement will be for a period of five (5) years commencing _____ and ending _____, unless sooner terminated as provided herein. This agreement will be renewable for additional five (5) year periods upon the written agreement of both parties.

This Agreement may be automatically renewed for a period of five additional years upon approval of the City and the Village.

SECTION 4 – SERVICES RENDERED

The City, through its Fire Rescue Department, will provide the same services as provided to Coral Gables residents including the following:

- a) Fire Suppression.
- b) Heavy Rescue and Associated Extrication.

- c) Basic and Advanced Life Support Pre-Hospital Emergency Medical Services, including emergency transportation to medical facilities.
- d) Public Fire Safety Education.
- e) Fire Prevention and Life Safety Inspections in existing occupancies other than one and two family residences.
- f) Fire Code and Life Safety plans examination and review for building permits for occupancies and structures other than one and two family dwellings.
- g) Permit issuance and Fire personnel staffing for fireworks, pyrotechnics, bonfire, and related events.
- h) Fire Investigation services.
- i) Initial Hazardous Materials Incident Response and Scene Control.
- j) Emergency Dive-Rescue Services.

SECTION 5 - CONDITIONS

- a) The City will provide to the Village an on-site, 24-hours, 7 days a week, ALS fire pumper consisting of an officer, a driver-engineer, and two firefighters, capable of delivering Advanced Life Support.
- b) The City will provide to the Village an on-site, 24-hours, 7 days a week, Advanced Life Support Rescue Truck, consisting of an officer and two firefighters capable of delivering Advanced Life Support and Transport.
- c) The City will provide to the Village an on-site Certified Fire Inspector for fire code inspections, plans review, and Life Safety inspections.
- d) The parties hereto further understand and agree that the City of Coral Gables and/or the Village of Pinecrest, may receive simultaneous calls for service thus requiring mutual/automatic aid. The City units will automatically respond to emergency calls in the Village when the Village units are unavailable. The Village will supply mutual aid to the City upon request.
- e) All vehicles dedicated to providing service to the Village will be identified with the City's and the Village's name.

- f) The Village ALS Fire Pumper and the Village Rescue Truck will be located, whenever possible, on the western edge of the Village during peak hours (8:00 a.m. to 7:00 p.m.). This peak hour staffing will allow for a faster and more efficient response to the higher use areas of the Village in response to current and past statistics. The Village and City will work together to establish an acceptable location for this peak hour staffing.
- g) The Fire Chief of the City of Coral Gables will have full and complete authority through the normal chain of command over the operation of the City Fire Department personnel, vehicles and equipment while in the Village of Pinecrest.
- h) The Village officials, employees, residents, and citizens will not interfere with the direction, management and deployment of the City Fire Department, its personnel or equipment at any time during firefighting or other emergency situations.
- i) The Village shall report all street and road closures/openings to the City Fire Department immediately.
- j) The City of Coral Gables Fire Department will inspect, test, and maintain annually all fire hydrants and wells within the Village. The City will notify WASA and copy the Village for any fire hydrants that need to be fixed and/or replaced. Damaged fire hydrants will be marked with a black cap and placed out of service. Immediate notice will be given to both the City and the Village when fire hydrants are returned to service.
- k) The Village will work with the City to determine locations for hydrants and/or fire wells in the Village in order to provide a reliable water supply in the event of an emergency. The costs for installation of hydrants and/or fire wells will be the responsibility of Village.
- l) The City will provide the same level of service to the Village relative to hazardous material incidents as it provides to its own residents in regards to response and scene control. Site clean up or product/soil removal resulting from a chemical spill or other form of hazardous materials incident occurring within the Village will be contracted out to a third party vendor. Any upfront costs for this service will be the responsibility of the Village.
- m) The City is permitted to invoice residents of the Village for appropriate emergency medical service fees.

- n) The City will assume the responsibility of the maintenance, cost and upkeep of all fire vehicles.
- o) Given that the City will hire 29 additional personnel to provide fire, rescue, and inspection services to the Village, the Village agrees that in the event that the Village decides to terminate this agreement, the Village will continue to provide payment for wages and benefits to the additional personnel for the remaining term of this Agreement. If the Village decides to establish their own fire-rescue service, the Village agrees to extend an offer of employment to the 29 affected fire-rescue personnel of the City.
- p) The City agrees that if the Village has a problem with a specific employee, the Village Manager will discuss the issue with the Fire Chief of Coral Gables. The Fire Chief will have full and complete authority to resolve the issue by progressive discipline and/or reassigning the employee from Village duties.

SECTION 6 – PAYMENT

In consideration of the City providing the services set forth in Sections 3 and 4, the Village agrees to pay the City the sum of \$6,000,000 during the first year of the Agreement, payable in twelve equal installments. From the second through the fifth year of service, the Village agrees to pay the City the sum of \$5,250,000, plus the adjusted annual compensation in twelve equal installments annually.

Commencing October 1st, 20____, the annual compensation for fire rescue services to be rendered by the City to the Village will be adjusted annually. Per mutual agreement of the parties, such compensation may be adjusted to offset any increased cost of providing the enumerated services and programs due to unfunded mandates of the Federal, State, or County government and to address any other unforeseen events or contingencies. The adjustments contemplated in this subsection shall be in addition to the annual adjustment set forth below.

Before October 1st, 20____, and annually before October 1st of each succeeding year of this Agreement, the initial compensation payable by the Village to the City (\$5,250,000) will be adjusted effective October 1st, 20____, and as of October 1st of each succeeding year of this Agreement as follows:

- (a) The term “Base Year” means the fiscal year ending September 30th, 20____ and each successive fiscal year.
- (b) The term “Comparative year” means each fiscal year after the Base Year.
- (c) The term “Consumer Price Index—United States All Items for Urban Consumers” published by the Bureau of Labor Statistics of the

Department of Labor (Base Year 1982=100) (CPI). It is agreed that the CPI will be capped at 3% per year.

(d) The annual adjusted compensation commencing October 1st, 2009 and for each succeeding year of this Agreement will be determined on March 31st of each preceding fiscal year (i.e., March 31, 2009 for the rate going into effect October 1, 2009). The annual adjusted compensation will be determined by dividing the Comparison year CPI by the Base Year CPI and multiplying the sum by the amount of the initial annual compensation. (By way of example, if the Base Year CPI is 150 and the Comparison Year is 160, the annual adjusted compensation will equal 160/150 X 5,250,000.00 or 5,599,999.)

Adjusted compensation for fire rescue services will be paid by the Village in twelve equal annual installments beginning October 1st throughout the term of this Agreement and due by the 10th of each month.

The City's fee for inspection and plan review of new development, redevelopment, and existing structures within the Village will be charged directly to the owners of such new development, redevelopment, and existing structures, and will be paid to the village. Charges for overtime and staffing relating to fire investigations and special events will be handled in accordance with the applicable City agreements, contracts, and ordinances. Agencies requesting permits for fireworks, pyrotechnics, etc. must pay fees under the same terms and conditions as those for residents of the City.

SECTION 7 – NOTICES AND PAYMENTS

All notices and payments between the parties hereto will be mailed by certified mail, return receipt requested, and/or faxed to the following addresses, respectively.

City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134

City Manager
Village of Pinecrest
12645 Pinecrest Way
Pinecrest, Florida 33156

Payments shall be made electronically by the 10th of each month by the Village to the City.

SECTION 8 – ADMINISTRATION

All written rules and regulations, policies and procedures of the City of Coral Gables Fire Rescue Department will apply to the Village and are hereby incorporated herein by reference pursuant to this Agreement. The City shall provide the Village with a copy of the Coral Gables Fire Department Rules and Regulations, Standard Operating Procedures, the Collective Bargaining Agreement, and changes thereto.

Nothing contained in this Agreement will be construed to constitute a transfer of municipal powers in any way whatsoever. This Agreement is solely an interlocal agreement to provide fire rescue and inspection services as authorized by Chapter 163, Florida Statutes. The Village Council and City Commission will each retain total legislative authority with regard to their respective municipalities.

The Village understands and agrees that any claims or actions arising from any services provided to or on behalf of the residents or visitors or any individuals within the jurisdictional limits of the Village shall be the responsibility of the Village. Thus, the Village agrees:

The Village shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the City or its employees, agents, servants. The Village shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Village expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Village shall in no way limit the responsibility to indemnify, keep and same harmless and defend the City or its officers, employees, agents or instrumentalities as herein provided.

The Village further agrees to provide the liability insurance in the amounts required by the City, naming the City of Coral Gables as additional insured, and covering any damages provided herein. A certification of insurance shall be required at the execution of the Agreement in a form acceptable to the City of Coral Gables.

SECTION 9 – DISPUTES

All suggestions or complaints concerning services provided under this Agreement will be directed to the attention of the Fire Chief of Coral Gables for proper administrative remedy and/or response, as the case may be. In the event the Village of Pinecrest has a dispute with respect to the City of Coral Gables performance hereunder, the Village of Pinecrest, by its governing body, Mayor/Manager or other appropriate municipal official will forward to the Chief of the Fire Rescue Department for the City of Coral Gables, the disputed matter. In the event that the disputed matter is not addressed in a timely manner suitable to the Village of Pinecrest, the Village will request of the Chief of the Fire Department for the City of Coral Gables that the disputed matter be resolved by the City Manager of the City of Coral Gables.

SECTION 10 – TERMINATION

Either party may terminate this Agreement upon a minimum of one (1) year's written notice to the other party, such termination to be effective at the end of the first complete fiscal year (October 1st) after receipt of written notice to terminate this agreement, (e.g., if either party gives written notice to the other party to terminate this agreement anytime after _____ and prior to _____, this agreement will terminate on _____).

The City Manager is authorized to terminate this Agreement on behalf of the City as follows:

If the Village breaches this Agreement, or any provision thereof, the City shall be entitled to any or all of the following remedies:

- (a) The City may terminate this Agreement for non-payment by giving written notice to the Village of such termination, and specifying corrective action required, and the effective date thereof, at least thirty (30) days before the effective date of termination. The Village shall be responsible for all costs associated with such termination, including attorneys' fees.
- (b) The City may seek enforcement of this Agreement, including but not limited to filing an action with a court of appropriate jurisdiction. The Village shall be responsible for all costs associated with such enforcement, including attorneys' fees.
- (c) If for any reason the Village should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the City shall, whenever practicable, terminate this Agreement by giving written notice to the Village of such termination specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Owner shall be responsible for all costs associated with such termination or cancellation, including attorneys' fees. The City may also seek compensation for damages sustained as a result of the Village's actions.
- (d) Any other remedy available at law or equity.

Notwithstanding the above, the Village shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement. The City may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Village shall be responsible for all costs associated with such action, including but not limited to, the City's attorneys' fees.

The City agrees to give one year's notice to cancel the Agreement except in the event of non-payment of services.

SECTION 11 – AMENDMENT TO AGREEMENT

This Agreement will not be amended or modified except in writing executed by the parties, and approved by resolution of the governing body of each party.

SECTION 12 – MISCELLANEOUS PROVISIONS

- a) Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- b) If any terms or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, will to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, will not be affected, and every other term and provision of this Interlocal Agreement will be deemed valid and enforceable to the extent permitted by law.
- c) This Agreement will be governed by the laws of the State of Florida. Any and all legal action necessary to enforce, or arising out of, this Interlocal Agreement will be held in Miami-Dade County, Florida.
- d) This Interlocal Agreement represents the entire understanding of the parties, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained herein may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
- e) This Interlocal Agreement and subsequent amendments thereto will be filed by the City with the Clerk of the Circuit of Miami-Dade County, Florida, in conformance with Section 163.01(11), Florida Statutes.

WITNESSES:

VILLAGE OF PINECREST, FLORIDA

By: _____
Village Manager

Attest: _____

Village Clerk

**Approved as to form and
Legal sufficiency:**

Village Attorney

WITNESSES:

CITY OF CORAL GABLES, FLORIDA

By: _____

City Manager

Attest: _____

City Clerk

**Approved as to form and
Legal sufficiency:**

City Attorney

DRAFT