

RESOLUTION NO. 2001 - 169

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE AMENDMENT OF ITS FY 2001 FIRE SERVICES BUDGET TO RECEIVE UNANTICIPATED REVENUE FOR THE PURPOSE OF PROVIDING FIRE PROTECTION TO THE CITY OF ST. AUGUSTINE BEACH, FLORIDA.

WHEREAS, the St. Johns County Fire Service, when preparing budgets for fiscal year 2001, did not anticipate assuming the provision of fire protection services to the City of St. Augustan Beach, Florida; and

WHEREAS, St. Johns County entered into an inter-local agreement with the City of St. Augustan Beach to provide fire protection services to incorporated areas of the City of St. Augustan Beach, effective May 1st 2001; and

WHEREAS, the City of St. Augustan Beach has agreed to pay St. Johns County \$14,661.42 per month for the final five (5) months of Fiscal Year 2001.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA THAT:

1. The above "Whereas" statements are adopted as a finding of fact.
2. The Fire Services Fund revenue and expenditure budgets shall be adjusted to account for unanticipated funds from the City of St. Augustan Beach in the amount of \$73,307 for Fiscal Year 2001.

PASSED and ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 14th day of August, 2001.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Marc Jacalone
Marc A. Jacalone, Chair

ATTEST: Cheryl Strickland, Clerk

By: Cheryl Strickland
Deputy Clerk

**INTERLOCAL AGREEMENT
BETWEEN ST. JOHNS COUNTY AND
CITY OF ST. AUGUSTINE BEACH**

THIS AGREEMENT entered into as of the 30th day of April, 2001, by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida ("County") and the **CITY OF ST. AUGUSTINE BEACH**, a Florida municipal corporation ("City");

WITNESSETH:

WHEREAS, County has adopted Ordinance No. 74-6, as amended (the "County Ordinance"), establishing a municipal service taxing unit known as the "St. Johns County Fire Prevention and Control District" (the "District") which under the terms of the County Ordinance is automatically expanded into the area of a municipality that has consented by municipal ordinance and by an interlocal agreement with the County to the expansion for the periods of time as established under the terms of the consents; and

WHEREAS, City has determined that it is in the interest of the public health, safety and welfare that fire services within the boundaries of the City be provided in accordance with the terms of the County Ordinance, the terms of the City Ordinance described in paragraph 2 below, and as further agreed herein and in Exhibits A, B, C and D attached hereto and made a part hereof; and

WHEREAS, County and City desire to delineate their respective rights and obligations in regard to the implementation of the County Ordinance and the City Ordinance.

NOW THEREFORE, in consideration of the mutual covenants and agreements, it is agreed as follows:

1. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act, Florida Statutes 163.01, et. seq. (the "Act"), and pursuant to the constitutional and statutory powers of the County and the City;

2. The City, pursuant to the terms hereof and Ordinance No. 01 - 10, duly adopted by the City Commission of the City of St. Augustine Beach on April 2, 2001 (the "City Ordinance"), consents to the expansion of the District into all, but not less than all, of the entire city limits of the City as may from time to time during the duration hereof be established, commencing May 1, 2001, and continuing to and including September 30, 2010 (the "initial term") and thereafter for continuing three year automatic extensions unless either the City or the County provides the other with at least a 14 month prior written notice of intent to terminate this interlocal agreement at the end of the initial term or at the end of the then current three year extension, whichever is applicable, in which event the City's consent to the District's expansion into the City and this interlocal agreement shall both terminate effective midnight September 30th of the last year of the initial term, or in the event that there has been a three year extension, effective midnight September 30th of the last year of the then current three year extension. The County and the City agree that the commencement date for the expansion of the MSTU into the City and the termination date of such expansion are and shall be as provided in this paragraph.

3. The County may levy and collect its County Ordinance ad valorem fire tax each year within the City commencing with the County's ad valorem fire taxes that become due and payable on or about November 1, 2002, in the manner provided by Section 197.333, Florida Statutes, and continuing through and including the County's ad valorem fire taxes that will become due on or about November 1 of the calendar year immediately prior to the calendar year in which this interlocal agreement terminates.

4. Commencing May 1, 2001 and continuing on the first day of each month thereafter to and including September 1, 2002 the City shall pay the County \$14,661.42 each month (for a total payment of \$249,244) for Fire Protection Services during May 1, 2001 through September 2002.

5. The County will provide the Fire Protection Services for the City that are described in Exhibit A from May 1, 2001 to and including September 30, 2002.

6. The County will provide the Fire Protection Services for the City that are described in Exhibit B from October 1, 2002 to and including September 30th of the calendar year in which this interlocal agreement terminates.

7. The County will not move Station 7 outside the City's limits without the prior approval of the City Commission.

8. The County will offer to the firefighter/EMT and the firefighter/paramedic that are currently employed by the City employment with the County's Fire Division at the same entry level annual pay as provided to firefighters in the County.

9. The County will allow access to Station 7 and the adjacent garage to City officials at any time and will not change any locks or lock combinations without providing the City with keys or the lock combinations.

10. The City hereby leases to the County the Equipment and the Real Property that are described in paragraph # 11 below from May 1, 2001 to and including September 30th of the calendar year in which this interlocal agreement terminates.

11. As additional consideration for this Agreement, City hereby leases and lets unto the County for the term set forth in paragraph #10 above all that equipment, motor vehicles, and firefighting gear listed in Exhibit "C" attached hereto and made a part hereof (the "Equipment") together with the fire house, the detached garage and the real estate depicted on Exhibit "D" attached hereto and made a part hereof (the "Real Property"), situated at 370 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080. Upon the termination of this Agreement, County shall return to the City the Equipment together with any equipment obtained in replacement or any portion thereof that shall have been taken from service, or, alternatively at the County's option, equipment of like kind and condition as that being leased to the County under the terms hereof, in the same condition as present, reasonable wear and tear excepted. County agrees that it shall maintain physical damage and liability coverage for any buildings and motor vehicles included as a part of the Real Property and Equipment in the same manner as it provides for similar buildings and equipment owned by it, naming the City as an additional insured.

12. The City will timely enact appropriate ordinances and/or resolutions to authorize the County Fire Chief and his designees to perform fire protection and related functions and to enforce fire code requirements within the City limits.

13. The City will timely collect and transfer to the County, or authorize the County to collect, the same fees for fire inspections or fire safety review of building plans as are charged to applicants in the County.

14. Notices shall be given by the City to the County in care of the Chairman of the Board of County Commissioners with copy to the County Administrator. Notices shall be given by the County to the City in care of the Mayor-Commissioner with copy to the City Manager.

15. The County shall cause a duplicate original hereof to be filed with the Clerk of the Circuit Court of St. Johns County as required by law.

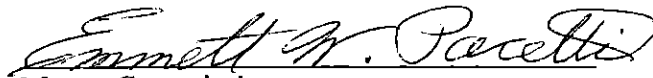
IN WITNESS WHEREOF the parties have caused these presents to be executed by their duly authorized officials on the dates set forth below.

ATTEST:

CITY OF ST. AUGUSTINE BEACH



City Manager



Mayor-Commissioner

Approved by City Commission:

Date: April 2, 2001

ATTEST:

ST. JOHNS COUNTY


Clerk of the Circuit Court
As Ex Officio Secretary to the
Board of County Commissioners

Chair, Board of County Commissioners

Approved by Board of County Commissioners

Date: _____

Approved as to Form and Legality



City Attorney
St. Augustine Beach, Florida

EXHIBIT A

Fire Protection Services For the City of St. Augustine Beach

The County agrees to provide the following services during the term described in paragraph 5 of the interlocal agreement:

1. **The County will provide the same level of fire protection service to the City as it provides to other areas of the County, except that career staffing at the City station shall be as described in paragraph #2 below.** The County will respond to fires and other emergencies within the City limits in the same manner as it responds to similar calls in the other areas of the County. Apparatus and personnel assigned to the City station will also be used by the County to respond to calls outside the City limits. When station 7 is not staffed by career personnel (as described in paragraph #2 below) volunteer personnel assigned to station 7 will normally be dispatched to calls within the City limits. Both parties understand that volunteer firefighters assigned to Station 7 may not be available at all times, and that no guarantee of volunteer response is made. County supervisors, as well as County career and volunteer personnel from other County stations, may respond to calls within the City limits as needed.
2. **Provide minimum career staffing of Engine 7 for 24 hours a day, 7 days a week.** This would be accomplished by hiring three (3) additional full time career Firefighter/EMTs. The County would schedule a minimum of one (1) Firefighter/EMT per shift to the Station 7 apparatus. The County will also schedule these or other employees on an overtime or additional basis to ensure that there will be at least one (1) Firefighter/EMT per shift on duty at Station 7 for 24 hours per day. The County would not be required to keep the same Firefighter/EMTs at this station, but would be free to rotate them to meet training and experience needs, in the same manner as is done for other County stations.
3. Provide all supervision and management of the fire station and personnel. **The County will use its supervisory personnel to manage and direct all aspects of the delivery of fire protection services within the City. The County will be responsible for the operation of fire station 7.**
4. **The County will assume responsibility for the direction and control of volunteer firefighters and provide their workers' compensation coverage.** The County recognizes the benefits of volunteer firefighters and that volunteer firefighters make an important contribution to the fire protection needs of area residents and property owners. In that regard, the County will absorb current City volunteer firefighters into its volunteer system if they so desire. The volunteers may become volunteers for the County under the direct supervision of the County Fire Division. The County will provide workers' compensation coverage just as it currently does for other volunteer firefighters. Although the current not-for-profit corporation (St. Augustine Beach Volunteer Firefighters' Association) may remain in existence to perform fundraisers and support the volunteers,

it will not have control over the operation of the fire station or the volunteers. The County need not have a contract with the corporation.

5. **The County will provide the volunteer firefighters with the same benefits provided to volunteers at other County operated volunteer fire stations.** These currently include training reimbursements, accident and sickness coverage, run money, officers' incentive and annual length of service awards.
6. **The County will pay all costs of operating station 7.** County will be responsible for paying all operational expenses, including utilities, phone costs, routine building maintenance, routine maintenance of vehicles and equipment, training costs, and gas, oil and lubrication.
7. **The County will provide all required fire inspection and plan review services.** The County will provide a certified fire inspector to perform all fire safety plan reviews and inspections within the City that are required by state law or regulation. Other non-required inspections and fire prevention services will be provided within the City at the same level provided to other areas of the County fire district. The County may charge the same fees for these reviews, inspections and services as it charges elsewhere in the County.
8. **The County will provide the City with an annual report detailing the services provided to the City by County employees for the previous year, including a breakdown of emergency calls.**
9. **The County will maintain engine 7 and truck 7 at station 7.**

EXHIBIT B

Fire Protection Services For the City of St. Augustine Beach

The County agrees to provide the following services during the term described in paragraph 6 of the interlocal agreement:

1. **The County will provide the same level of fire protection service to the City as it provides to other areas of the County, except that career staffing at the City station shall be as described in paragraph # 2 below.** The County will respond to fires and other emergencies within the City limits in the same manner as it responds to similar calls in other areas of the County. Supervisors, as well as career and volunteer personnel from other County stations, will respond to calls within the City limits as needed. Apparatus and personnel assigned to the City station can also be used by the County to respond to calls outside the City limits. The County will be responsible for maintaining fire fighting coverage of the City using other units just as it does for other areas of the County.
2. **Provide minimum career staffing of Station 7 for 24 hours a day, 7 days a week.** The County will schedule a minimum of two firefighters per shift to station 7. This will include the County hiring additional firefighters or scheduling overtime to cover vacation, sick and other leave as needed. The County will not be required to keep the same firefighters at this station but is free to rotate them to meet training and experience needs in the same manner as is done for other County stations.
3. **Provide all supervision and management of the fire station and personnel.** The County will use its supervisory personnel to manage and direct all aspects of the delivery of fire protection services within the City. The County will be responsible for the operation of fire station 7.
4. **The County will assume responsibility for the direction and control of volunteer firefighters and provide their workers' compensation coverage.** The County recognizes the benefits of volunteer firefighters and that volunteer firefighters make an important contribution to the fire protection needs of area residents and property owners. In that regard, the County will absorb current City volunteer firefighters into its volunteer system if they so desire. The volunteers may become volunteers for the County under the direct supervision of the County Fire Division. The County will provide workers' compensation coverage just as it currently does for other volunteer firefighters. Although the current not-for-profit corporation (St. Augustine Beach Volunteer Firefighters' Association) may remain in existence to perform fundraisers and support the volunteers, it will not have control over the operation of the fire station or the volunteers. The County need not have a contract with the corporation.
5. **The County will provide the volunteer firefighters with the same benefits provided to volunteers at other County operated volunteer fire stations.** These currently include training reimbursements, accident and sickness coverage, run money, officers' incentive and annual length of service awards.

6. **The County will pay all costs of operating station 7.** County will be responsible for paying all operational expenses, including utilities, phone costs, routine building maintenance, routine maintenance of vehicles and equipment, training costs, and gas, oil and lubrication.
7. **The County will provide all required fire inspection and plan review services.** The County will provide a certified fire inspector to perform all fire safety plan reviews and inspections within the City that are required by state law or regulation. Other non-required inspections and fire prevention services will be provided within the City at the same level provided to other areas of the County fire district. The County may charge the same fees for these reviews, inspections and services as it charges elsewhere in the County.
8. **The County will provide the City with an annual report detailing the services provided to the City by County employees for the previous year, including a breakdown of emergency calls.**
9. **The County will maintain engine 7 and truck 7 at station 7.**

EXHIBIT C

City-owned equipment, vehicles and firefighting gear leased to County per Section 11 of the Interlocal Agreement for fire protection services.

- 1) 1988 Pierce Dash Custom Fire Engine, VIN 1P9CT01H7JA040683, with 1250 gpm pump and 1000 gallon water tank, seats four firefighters, diesel engine (vehicle mileage 31,563 as of April 5, 2001).
- 2) 1999 Chevrolet Suburban, VIN 1GNGK26R3XJ425203 (vehicle mileage 14,661 as of April 5, 2001).
- 3) Mobile VHF radio, Motorola Spectra model with remote control head, City # 0603, Serial number: 617AZA0386
- 4) Mobile VHF radio, Motorola Spectra model with remote control head, City # 00516, Serial number: 624ATY0739
- 5) Mobile VHF radio, Motorola Spectra model without remote control head, Serial number: 617ATG1756
- 6) Five (5) Hand held VHF radios, Motorola HT 600 model
Serial Numbers:
65???W2291 (? = unreadable digit)
651AQU2884
651ASW2299
651ARN0385
651ARN0393
- 7) Two (2) Hand held VHF radios, Motorola HT 1000 model
Serial Numbers:
402AXS5339 Z (City sticker # 00544)
402AVN7744 Z (City sticker # 00486)
- 8) Self contained firefighting breathing apparatus, MSA brand, serial number 484928
- 9) Computer system complete, including the following components:
Dell tower, serial number EVS29 (State Fire Marshal grant/sticker # RP038056
Trinitron monitor, serial number 8208499
Zephyrus 209 satellite data receiver, serial number 39341
Canon PC420 computer scanner, City sticker #00570, serial # STJ06381
- 10) 2500 watt portable generator, "Honda EG 2500", serial number Gc02-2381013
- 11) Chainsaw, "Stihl 026", serial number 230171230

- 12) Circular cut-off saw, "Stihl TS 350 Super", City sticker # 00465 (no serial number visible)
- 13) Complete set of firefighting bunker gear, "Globe Omega" brand
- 14) Siren and light control wiring kit for fire apparatus
- 15) Combination tool kit
- 16) Two (2) "Smart Vector Pod" emergency warning light bars for fire apparatus
- 17) Five (5) Motorola brand monitor type VHF pagers ("Minitor II" or "Minitor II SV" models)
- 18) Two (2) playpipe style fire nozzles, Elkhart model B877A
- 19) Two (2) wall mounted electric heaters
- 20) Set - Emergency lightbar, control panel, and siren for fire apparatus
- 21) Breathing air cascade system including three 4500 psi "M" cylinders with fittings
- 22) Battery operated tool kit – "Dewalt" brand complete with circular saw, reciprocating saw, drill, light, and three batteries.
- 23) Fire nozzle, air aspirating foam type
- 24) filing cabinet, 72" four drawer type
- 25) Personal alert safety device, NFPA approved
- 26) Phone system, "Prostar" multi-line system with five phones
- 27) Garage door opener, commercial grade
- 28) Duracon fire hose, 50 foot length
- 29) Polypropylene fire hose (amount to be determined)

EXHIBIT D

Buildings leased to St. Johns County under Interlocal Agreement for fire protection services.

The City's fire station and adjacent former public works garage at 370 A1A Beach Boulevard as shown below.

