

RESOLUTION NO. 2016 - 235

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE CITY OF ST. AUGUSTINE, FLORIDA FOR ADVANCED LIFE SUPPORT SERVICES.**

**RECITALS**

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969 authorizes local governments to cooperate to provide services for mutual benefit; and

**WHEREAS**, the County's Fire Rescue Department (Fire Rescue) provides emergency medical services within the City of St. Augustine; and

**WHEREAS**, from time to time it is necessary for City Fire Department personnel to provide assistance at the scene of an emergency; and

**WHEREAS**, qualified City personnel currently provide basic life support treatment in emergency situations; and

**WHEREAS**, the County and the City wish to provide for the provision of advanced life support treatment by qualified City personnel in emergency situations.

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

**Section 1.** The above recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

**Section 2.** The Board of County Commissioners hereby approves the terms, provisions, conditions and requirements of the attached interlocal agreement between the County and the City for advanced life support treatment by qualified City personnel in emergency situations.

**Section 3.** The County Administrator, or designee, is hereby authorized to execute an interlocal agreement in substantially the same form and format as attached hereto on behalf of the County.

**Section 4.** To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the board of County Commissioners.

**Section 5.** This Resolution shall be effective upon its execution.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 2<sup>nd</sup> day of August, 2016.

Attest: Hunter S. Conrad, Clerk of Court

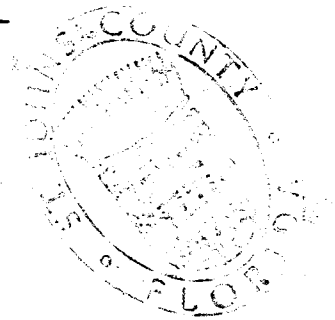
BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: *Pam Halterman*  
Deputy Clerk

By: *Jeb S. Smith*  
Jeb S. Smith, Chair

Effective Date: 8/3/16

RENDITION DATE 8/3/16



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

**THIS INTERLOCAL AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, (the County) and the **CITY OF ST. AUGUSTINE**, a Florida municipal corporation (the City).

**RECITALS**

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969 authorizes local governments to cooperate to provide services for mutual benefit; and

**WHEREAS**, the County's Fire Rescue Department (Fire Rescue) provides emergency medical services within the City of St. Augustine; and

**WHEREAS**, from time to time it is necessary for City Fire Department personnel to provide assistance at the scene of an emergency; and

**WHEREAS**, qualified City personnel currently provide basic life support treatment in emergency situations; and

**WHEREAS**, the County and the City wish to provide for the provision of advanced life support treatment by qualified City personnel in emergency situations.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements, the sufficiency of which is mutually acknowledged, it is agreed:

**1. Authority.**

This agreement is entered into pursuant to the Florida Interlocal Cooperation Act (Section 163.01, Florida Statutes), and pursuant to the constitutional and statutory powers of the County and the City.

**2. Effect of Recitals.**

The above recitals are incorporated into this agreement and are adopted as findings of fact.

**3. City Obligations.**

**a.** Upon request by the County and direction of the senior County paramedic/officer, the City shall permit its Fire Department personnel who are certified paramedics pursuant to Florida law to utilize their skills at the paramedic level, including the provision of advanced life support treatment, to enhance the interagency response to medical emergencies within St. Johns County. For the purposes of this agreement, "advanced life support" shall have the meaning provided in Section 401.23, Florida Statutes.

b. When providing assistance pursuant to this agreement, City personnel shall comply with Fire Rescue's Medical Standard Operating Procedures under the direction of Fire Rescue's Medical Director.

c. The City shall provide training to enable certified paramedics employed by the City Fire Department to maintain their paramedic certifications as provided by Florida law. A copy of the paramedic certifications will be supplied to the County by December 2nd of each renewal year.

d. The City shall designate its Fire Department Training Officer to act as liaison between the County's Fire Rescue Department Training Officers and the County's Fire Rescue Department Medical Director.

#### **4. County Obligations.**

a. The County shall permit City Fire Department personnel who are certified as paramedics pursuant to state law to perform advanced life support treatment under the direction of the Fire Rescue's Medical Director when assisting Fire Rescue at the scene of a medical emergency.

b. The County, through the Fire Rescue Medical Director or his/her designee, shall assist in providing appropriate continuing education programs for City paramedics and EMT personnel.

c. The County shall provide quality improvement feedback to the City through Fire Rescue's Quality Improvement office, including review of charts for errors, pursuant to Fire Rescue's Quality Improvement Policy.

#### **5. Miscellaneous Provisions.**

a. This agreement shall become effective when an executed copy is filed with the St. Johns County Clerk of Court and shall continue in effect for 5 years from the effective date. This agreement may be renewed for additional 5-year terms upon mutual agreement of the parties.

b. This agreement may be terminated without cause by either party by providing at least 90 calendar days' written notice of such termination to the other party.

c. If any part of this agreement, or the application thereof, is declared void, unconstitutional, or invalid for any reason, such part or application shall be severable, and the remainder of this agreement, and all applications thereof, shall remain in effect.

d. Both the County and the City agree to comply with all applicable federal, state, and local laws, rules, regulations, orders, and policies in their performance under this agreement.

e. Any amendment to this agreement shall be in writing and shall be executed by the authorized representatives of both parties.

f. The St. Johns County Fire Chief, the Fire Rescue Medical Director, and the City's Fire Department Chief, or their respective designees, shall be responsible for administering this agreement.

**g.** Each party agrees to provide any documentation requested by the other party in connection with performing services under this agreement, subject to any confidentiality requirement under state or federal law. Release of records to third parties shall be subject to the requirements of Florida's public records law.

**h.** The failure of either party to insist on strict compliance with any provision of this agreement shall not be construed as a waiver of such provision on any subsequent occasion.

**i.** During the performance of this agreement, the parties agree to abide by the requirements of Executive Order 11246 and will not discriminate against any person because of race, color, religion, sex, or national origin.

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

**CITY OF ST. AUGUSTINE**

\_\_\_\_\_  
**John Regan, City Manager**

ATTEST:

By: \_\_\_\_\_

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Isabelle C. Lopez, City Attorney

**ST. JOHNS COUNTY**

\_\_\_\_\_  
**County Administrator**

ATTEST: Hunter S. Conrad

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

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Assistant County Attorney