

**RESOLUTION NO. 02-13**

**A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARCO ISLAND AND COLLIER COUNTY FOR FIRE AND RESCUE SERVICES FOR CERTAIN AREAS IN UNINCORPORATED COLLIER COUNTY FOR A TWO-YEAR PERIOD BEGINNING OCTOBER 1, 2002, WITH RENEWALS AS PROVIDED FOR IN THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, The City of Marco Island and Collier County entered into an Interlocal Agreement on October 6, 1998, whereby the City of Marco Island Fire Department agreed to provide Fire and Rescue Services to Key Marco and Goodland;

WHEREAS, The City of Marco Island and Collier County mutually agree that the service provided has been beneficial and desire that the Interlocal Agreement be continued, with real property at Key Marco and Goodland paying the same property tax mill levy for Fire and Rescue Services as real property within the City of Marco Island.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARCO ISLAND, FLORIDA:

Section 1. That the Council Chairman is authorized to execute an Interlocal Agreement, a copy of which is attached hereto and made a part hereof, providing for Fire and Rescue Services to Key Marco and Goodland.

Section 2. Effective Date.

This resolution shall take effect immediately upon adoption.

Passed in open and regular session of the City Council of the City of Marco Island, Florida, this 3rd day of June, 2002.

Attest:



A. William Moss  
City Manager/City Clerk



E. Glenn Tucker  
Chairman

**INTERLOCAL AGREEMENT  
FOR  
FIRE AND RESCUE SERVICES**

This Agreement, made and entered into this 1<sup>st</sup> day of October, 2002 by and between the Board of County Commissioners of Collier County, Florida, (hereinafter referred to as the "COUNTY"), and the City of Marco Island, Florida, (hereinafter referred to as "City").

**WHEREAS**, it is the desire of the County to provide fire protection to the Goodland and Key Marco areas of Collier County, and

**WHEREAS**, the County desires to provide said fire protection to a portion of Collier County by agreement with the City, and;

**WHEREAS**, the above referenced portion of the County shall hereinafter be referred to as the "Service Area" and shall be within the following boundaries: all incorporated property of the County that lies within the area known as Goodland and Key Marco.

**NOW THEREFORE,**

In consideration of the mutual covenants contained herein the parties hereby agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall commence on the 1<sup>st</sup> day of October 2002, and will continue for a period of two (2) years, ending on the 30<sup>th</sup> day of September, 2004. Thereafter, this agreement shall be extended for additional two (2) year terms under the same covenants, terms and conditions, unless either party desires to terminate or renegotiate this agreement. In the event either party desires to terminate or renegotiate this agreement, it shall provide written notice of its intention to the other party not less than 30 days prior to the expiration date of the current term. If the termination is on the part of the City, it will continue such service for a period of time to allow the County to provide such protection. The maximum length of such period shall be six (6) months after the expiration date of the Contract. Payment for services during the six (6) month period beyond the expiration date will be based on the monthly-prorated amount of the annual contract period. In the absence of the 30 day prior written notice of intent to terminate the Agreement by either party, the Contract shall continue in force until written notice is given, or until the Contract is renegotiated on terms mutually agreed upon by the parties.

2. **TERMS OF PAYMENT:** For the initial year of the contract, the County agrees to pay the City the annual sum of Fifty-Six Thousand, Five Hundred Sixty-Four Dollars (\$56,564), as computed on Exhibit "A" attached, payable on or before January 31, 2003. Thereafter, the amount will be recalculated annually by the City based on the formula attached as Exhibit A. Notice of the new payment amount will be provided, in writing, to the County by July 1 of each year.

3. **SERVICE LEVEL:** The City agrees to provide fire protection and rescue services to the service area by the City of Marco Island Fire/Rescue Department and equipment available at the time of any emergency call. All decisions on manpower and equipment will be made by the Marco Island Fire Chief, or in his absence, by one of his assistants. Firefighting service will be performed in a professional manner consistent with modern firefighting practices. Fire protection and rescue services provided by the City will include all emergency and non-emergency services normally performed by the Fire Department, including all those services required by law. This Agreement does not alter the Mutual Aid Agreement between the City and County.

4. **COMMAND AT FIRE SCENE:** The Marco Island Fire Chief, or in his absence, one of his assistants, shall assume control and responsibility of all fire or other applicable emergencies in the Service Area where the City has responded.

5. **EQUIPMENT AND PERSONNEL:** The City shall maintain equipment and personnel necessary to provide adequate fire protection and rescue services to the service area. The City shall be responsible for properly training all of said personnel.

6. **RECORDS:** The City agrees to maintain records on all responses and provide statistics as necessary.

7. **BREACH OF CONTRACT:** Non-compliance with any provision of this Agreement by either party shall constitute a material breach. The breaching party shall have seven (7) days after receipt of written notice of any breach to correct that breach, or if corrections cannot be made within the seven (7) day period, a reasonable agreed upon time shall be given to correct the breach. In the event the breach cannot be cured within such time periods, the non-breaching party may declare the contract terminated, and shall so notify the other party in writing. In such event, an adjustment in the contract payment shall be made based upon a monthly-prorated amount of the annual contract payment.

8. **CONSENT OF THE PARTIES:** The City hereby agrees not to enter into a contract for fire protection and rescue services with any individuals or organizations within the service area of Collier County without the written consent of the County.

9. **NON-APPROPRIATIONS CLAUSE:** If for any reason the City or County's governing body does not approve the funds to implement this contract in any given fiscal year, the contract shall be null and void.

10. **NOTICES:** Any notices permitted or required by this Agreement shall be in writing and submitted by certified mail, return receipt requested, to one of the following addresses, as appropriate.

a) Notices from the City to the County shall be sent to: Leo E. Ochs, Jr., Assistant County Manager, 3301 E. Tamiami Trail, Building H, Naples, Florida 34112.

b) Notices from the County to the City shall be sent to: A. William Moss, City Manager, City of Marco Island, 50 Bald Eagle Drive, Marco Island, Florida 34145.

**IN WITNESS WHEREOF,** the parties hereto, through their duly authorized representatives, have executed this Interlocal Agreement for Fire and Rescue Services.

The City of Marco Island, Florida

Board of County Commissioners  
Collier County, Florida

By: \_\_\_\_\_  
E. Glenn Tucker, Chairman

By: \_\_\_\_\_  
James N. Coletta, Chairman

Attest:  
Dwight E. Brock, Clerk

By: \_\_\_\_\_  
Laura Litzan, Deputy City Clerk

By: \_\_\_\_\_  
Deputy Clerk, Attest as to  
Chairman's signature only

Approved as to form and  
Legal sufficiency for the  
City of Marco Island, Florida:

Approved as to form and  
Legal sufficiency for  
Collier County:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Ramiro Manalich  
Chief Assistant County Attorney

**WORKSHEET – EXHIBIT “A”**

**COLLIER COUNTY  
Fire/Rescue Service Contract – Payment Calculations**

**STEP 1**

\$ 2,644,441	FY 2003	Proposed Marco Fire Budget
\$ 2,644,441	Subtotal	
528,888		Administrative Overhead @ 20% of Subtotal
<u>121,763</u>		Equipment Depreciation (15 year life) FY01
<u>\$ 3,295,561</u>	FY2003	Total FIRE PROTECTION COST

**STEP 2**

<u>\$ 0.716 Mils</u>	Total Fire Cost \$3,295,561 divided by \$4.6 billion assessed City valuation = Amount City Residents Pay for Fire Protection
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**STEP 3**

\$79 million	Taxable Value of Key Marco & Goodland
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**STEP 4**

\$79 million	Net Assessed Value of Real Property of Service Area
x <u>0.716 mils</u>	Multiplied by Millage Factor
<u>\$ 56,564</u>	= Annual Rate for Fire Protection

**STEP 5**

\$56,564	Annual Rate
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Fire Service Contract between County of Collier and City of Marco Island