



**Flagler County
Board of County Commissioners
and
City of Bunnell Commissioners
Joint Workshop
(Special Meeting to Follow)**

Monday, August 28, 2017 at 3:00 p.m.

Emergency Operations Center, Building 3, 1769 E. Moody Blvd., Bunnell, FL 32110

Workshop Agenda

1. Call to Order Flagler County Board of County Commissioners
2. Call to Order City of Bunnell Commission
3. Pledge to the Flag and Moment of Silence
4. Welcome: Flagler County Board Chair and Mayor of Bunnell
5. Discussion of Bunnell Fire Service Interlocal Agreement
6. Public Comment
7. Adjournment of City of Bunnell Commission
8. Adjournment of Flagler County Board of County Commissioners

While this is a workshop only and no decisions are expected to be made by any of the governmental bodies, if a person decides to appeal any matter that may be discussed for a future proceeding, a record of the workshop may be needed and, for such purposes, the person may need to ensure that a verbatim record of the workshop is made.



Flagler County Board of County Commissioners Special Meeting

Monday, August 28, 2017 Following Workshop

Emergency Operations Center, Building 3, 1769 E. Moody Blvd., Bunnell, FL 32110

Special Meeting Agenda

1. Call to Order
2. Public Comment
3. Request the Board take actions as deemed necessary regarding issues discussed at the workshop this date.
4. Adjournment

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF BUNNELL
AND
FLAGLER COUNTY
FOR
MERGER OF FIRE SERVICES
AUGUST 25, 2017 DRAFT

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BUNNELL AND
FLAGLER COUNTY FOR
MERGER OF FIRE SERVICES**

THIS INTERLOCAL AGREEMENT is entered into by and between the **CITY OF BUNNELL**, a municipal corporation organized and existing under the laws of the State of Florida, hereafter referred to as the "City," and **FLAGLER COUNTY**, a political subdivision of the State of Florida, hereafter referred to as the "County". Together collectively the City and the County may be referred to as the "Parties".

RECITALS

WHEREAS, this Interlocal Agreement, hereafter "Agreement", is authorized by the Florida Intergovernmental Cooperation Act of 1969, Section 163.01, *Florida Statutes, et seq.*, which authorizes the joint exercise by two or more public agencies of any power common to them and is authorized under other applicable law; and

WHEREAS, the Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other units of government on the basis of mutual advantage; and

WHEREAS, intergovernmental cooperation can lead to certain beneficial economies of scale by avoiding the need to provide redundant services; and

WHEREAS, the City has maintained a volunteer fire department for the benefit of its citizenry for many years; and

WHEREAS, the County currently covers the same volunteer-serviced area as the City with County full-time fire/rescue personnel; and

WHEREAS, the City desires to reallocate its resources to other needs for the benefit of its citizens and to avoid the duplication of services; and

WHEREAS, the City desires to maintain and potentially enhance the high level of competent, professional fire, rescue, emergency medical and related services for its residents, in conjunction and harmony with its policies of sound fiscal management; and

WHEREAS, the County has agreed to render certain fire rescue services and the City desires to receive such services according to the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual undertakings and covenants contained herein, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

ARTICLE 1 FINDINGS AND INTENT

Section 1.1 - RECITAL INCORPORATION. The above recitals are true and correct and are incorporated herein.

Section 1.2 - AUTHORITY. This Agreement is entered into between the City and the County pursuant to Chapters 125 and 166 and Section 163.01, *Florida Statutes*.

Section 1.3 - FINDINGS. The City Commission and the County Board of County Commissioners find and declare that it is mandatory to protect the life and property of all citizens within the Parties' respective jurisdictions by providing a means of establishing and maintaining fire protection and prevention in the most efficient and effective manner.

Section 1.4 - INTENT. It is the intent of the City Commission and the County Board of County Commissioners to enter into this Agreement to implement objectives, which include but are not limited to the following:

The consolidation and extension of fire, rescue, and related services to residents of the City;

The development and utilization of a larger department that will broaden the effort to acquire and keep trained fire and rescue personnel;

The utilization of necessary personnel and facilities, including the upgrading of present facilities, to meet the responsibilities of the population in all areas of Flagler County and to maintain high local service ratings in an effort to achieve lower insurance rates for citizens;

Providing for a single point of coordination, management and command in the delivery of fire protection services to the residents of the County and the City;

Providing ongoing fire inspection and life and safety inspection services, a dedicated training program and expanded emergency response capabilities; and

Fostering increased cooperation between the City and County.

ARTICLE 2 DEFINITIONS

For the purposes of this Agreement, the following definitions of terms shall apply:

"EFFECTIVE DATE" shall mean the date this Agreement is filed with the Clerk of the Circuit Court.

"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.

"FIRE REPORT" shall mean a report by a Fire Suppression Unit or by a member of a fire investigation team.

"FIRE SAFETY INSPECTIONS AND PRE-FIRE PLANNING" shall mean the inspection or examination of non-residential or multifamily residential structures for the purpose of determining compliance with applicable fire and life safety codes, state hazardous material regulations or for effective fire suppression efforts.

"FIRE SUPPRESSION SERVICES" shall mean emergency fire extinguishment and abatement services and rescue services by a Fire Suppression Unit.

"FIRE SUPPRESSION UNIT" shall mean one fire engine capable of water delivery of 800 gallons per minute or greater or other fire suppression apparatus capable of rendering fire suppression and basic life support.

"ISO RATING" shall mean the rating issued by the Insurance Services Office, Inc.

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

"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.

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

ARTICLE 3 SCOPE OF SERVICES

Section 3.1 - FIRE SUPPRESSION SERVICE. Fire Suppression Services shall be maintained by the County and provided to the City in the same manner as it provides such service to the unincorporated County through the use of fire engines, specialty units, and all other Fire Suppression Units as such may be added to the County inventory of equipment from time to time.

Section 3.2 - LEVEL OF SERVICE. The County shall provide comprehensive fire protection to the City at a Level of Service that is at a standard corresponding to, and not

less than, the Level of Service provided by the City's fire providers prior to the execution of this Agreement. Except as otherwise hereinafter specifically set forth, such comprehensive fire protection shall encompass all those duties and functions of the type coming within the jurisdiction of and customarily rendered by the City's fire department in accordance with the laws, rules and regulations of the City and County, and applicable statutes of the State of Florida.

Section 3.3 - MAINTENANCE OF SERVICE. Pursuant to the terms of this Agreement, the County shall furnish to and maintain for the benefit of the City, without additional cost, 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.

Section 3.4 - STATISTICAL DATA AND REPORTS. 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 in the format maintained by the County. Fire Reports that are produced by the County shall be either copied to the City or readily available to the City for review upon reasonable notice subject to any laws and regulations requiring confidentiality.

Section 3.5 – FIRE SAFETY INSPECTIONS AND PRE-FIRE PLANNING. Fire Safety Inspections and Pre-Fire Planning shall be provided by the City and shall remain as currently provided by an outside, qualified contractor. The Parties agree that such services shall be provided pursuant to the Florida Fire Prevention Code (as defined in Section 633.0215, *Florida Statutes*). These services may be turned over to the County at a future date without amendment to this Agreement, at no cost to the City. Such transfer may occur by way of a notice letter from the City Manager as provided for in Article 8 below. If turned over to the County, the County shall be permitted to charge the same fees, provide the same service, and utilize the same process as the County utilizes for unincorporated Flagler County, following the County's Code and regulations for such services. If the City transfers the responsibility of providing these services to the County, the County agrees to provide the services in annual increments. The County may discontinue the provision of the services provided for in this paragraph upon 90-day notice of non-renewal prior to the expiration of the then-current annual increment.

Section 3.5 - ADDITIONAL SERVICES. In addition to the 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.

3.5.1- The County shall implement Prevention Programs within the City including, but not limited to public education programs and company inspection programs.

3.5.2- Fire Arson Investigation Services shall be extended to the City as provided elsewhere within the County to assist City Police and State officials in criminal investigations of arson or other related criminal offenses.

3.5.3- The County shall also provide to the City, upon request of the City Council, such special event services as may from time to time be needed and reasonably provided. The County may provide such services for free for non-dedicated medical units. The County's normal rates will apply for dedicated medical units that are assigned to the special event and taken out of general service.

Section 3.6 FIRE CHIEF – For the purposes of this Agreement, the County Fire Chief will be designated as the City of Bunnell Fire Chief.

ARTICLE 4 OCCUPANCY and RIGHT OF CONTROL FOR COUNTY SERVICES PROVIDED

4.1 The County agrees to staff/occupy the Station with a full-time 24hr a day coverage Fire/Rescue Unit with at least 2 personnel per shift, within the next 9 months.

4.2 As of the Effective Date and throughout 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 incident to the performance of the services, duties, and responsibilities described and contemplated herein, including the determination of future wages and benefits.

ARTICLE 5 TRANSFER OF ASSETS

Section 5.1 - PERSONAL PROPERTY ASSETS. The City hereby agrees to transfer ownership of all assets listed below to the County in order for the County to provide Fire Suppression Services both within the City limits and in unincorporated areas of County. These shall include:

5.1.1 The City hereby agrees to transfer ownership of all assets to the County including all existing equipment listed on the property records of the City used or useful in supplying Fire Suppression Services, rescue services, EMS and any accessory services related thereto as described herein. Such items shall include at a minimum, all fire rescue trucks, generators, hoses, appliances, accessories, protective gear, desks, Jaws of Life, beds, furniture, computers and similar items. An initial list of these items is attached hereto as Exhibit "B." The City agrees to provide a complete list, verified by the County, prior to the Effective Date. The City Manager is authorized by the Bunnell Commission to add items from the Fire Department to the list, as necessary. Any items added shall be of lower monetary value determined to be under \$750 for any individual item.

5.1.2 All minor items generally not recorded on the property records of the City because of their nominal value, but used or useful on a daily or reoccurring basis by the City's current Fire Suppression Services, rescue services, EMS and any accessory services related thereto.

5.1.3 Any assets the County chooses not to receive from the City shall remain with the City for the City's use or for surplus disposal. The County will assist the City with any surplus disposal at the City's request.

5.1.4 Any assets the County receives from the City shall be utilized for the provision of services provided for herein. Such assets shall be tracked according to the County's asset management system. If the County determines any of the transferred assets are no longer necessary, the County will dispose of them in accordance with the County's surplus disposal policy. Any proceeds from disposal shall be remitted back to the City less any outside County surplus disposal costs.

Section 5.2 - REAL PROPERTY ASSETS. The City hereby agrees to allow the County to use the property located on Flagler Avenue (more particularly described in Exhibit "A" attached hereto and made a part hereof, more commonly known as the "Bunnell Fire Station" property), subject to the following conditions.

5.2.1- For so long as it occupies the Bunnell Fire Station, the County agrees to maintain the Bunnell Fire Station in a clean condition, free from debris, normal wear and tear excepted. Maintenance services for the structural portion of the building shall be performed by the County, at its expense, including, but not limited to repairs to roof, doors, windows, walls, and plumbing. The County shall maintain, at its expense, all other portions of the building including daily cleaning, carpet, appliances, all furniture and fixtures (including interior and exterior lights) and other such building items.

5.2.2 - Any proposed changes, modifications, or capital improvements to the Bunnell Fire Station by the County above normal maintenance and repairs, shall first be submitted to the City for review and approval, which shall not be unreasonably withheld. All changes, modifications, or capital improvements shall be at the County's expense and must be permitted and constructed under all requirements of the Florida Building Code. The following projects are preapproved by the City should the County desire to undertake them: 1) Separation of the Bunnell Fire Station from the adjacent utility site generator (currently the sites share one generator) 2) Projects to Harden the facility to better withstand a critical facility windload.

5.2.3 All utilities including, but not limited to electric, water, sewer, and solid waste removal shall be payable by the County.

5.2.4 The City shall have the ongoing right to maintain its utility lines/infrastructure on the Property to include access by personnel and equipment, and temporary storage as

may be needed from time to time to accomplish said maintenance. The Parties shall work together and coordinate such activities to avoid disruption to the other Party.

Section 5.3 - DEBT. In no event shall the County be required to pay any debt service associated with any of the assets pursuant to this Article.

ARTICLE 6 TERM OF AGREEMENT

Section 6.1 - INITIAL TERM. This Agreement shall remain in full force and effect commencing on the Effective Date and ending on that date which is the 30-year anniversary of the Effective Date, all dates inclusive, unless this Agreement is otherwise extended or terminated in accordance with the terms hereof. Although this Agreement shall not become effective until filed with the Clerk of the Circuit Court, in and for Flagler County, the City and the County agree to begin its implementation from the date the last required signature is affixed to the Agreement.

Section 6.2 - RENEWAL. This Agreement shall renew automatically for successive additional periods of thirty (30) years unless either the City or County shall, at least 365 days prior to the expiration of the initial term or any renewal term, provide to the other party written notice of its election to terminate this Agreement.

ARTICLE 7 VOLUNTEERS

Section 7.1 - ORGANIZATION. The County agrees to merge the existing City of Bunnell volunteer organization into the current Flagler County volunteer group to form a combined County Fire Department volunteer group.

Section 7.2 - SUPPORT. The County agrees to continue the financial support of the existing City of Bunnell volunteer organization as merged into the County Fire Department volunteer group. The volunteers must continue to provide Fire/EMS services, at the same level that such support has existed to date, in order to continue to receive financial support.

Section 7.3 - STANDARDS. The volunteers shall maintain minimum training standards at State and National Fire Protection Association (NFPA) recommended levels.

Section 7.4 – PENSION. the City shall be financially responsible to maintain its current volunteer pension plan for the volunteers merged into the County Fire Department in accordance with Chapter 175, *Florida Statutes*. The City will indemnify and hold harmless the County from any claims related to the pension of volunteers. Further, nothing herein should be construed to create a claim against the County related to the pension of City

volunteers merged into the County Fire Department by virtue of this Agreement. Nor shall such volunteers be considered employees of the County for any purpose.

ARTICLE 8 NOTICES

Section 8.1 - REQUIREMENTS. All notices required hereunder shall be deemed properly delivered when personally delivered to the Parties at the addresses listed below, or when sent via U.S. Mail, certified with return receipt requested, (notices being deemed given when so deposited in the U.S. Mail):

8.1.1 City of Bunnell
Attn: City Manager
P.O. Box 756
Bunnell, FL 32110

Physical address for hand delivery:
201 W. Moody Blvd
Bunnell, FL 32110

8.1.2 Flagler County
Attn: County Administrator
1769 E. Moody Boulevard, Bldg 2
Bunnell, FL 32110

Section 8.2 - CHANGE OF NOTICE. The Parties may change the person or persons to whom notice is to be delivered by giving notice to the other party as outlined in this Section.

ARTICLE 9 MISCELLANEOUS

Section 9.1 AMENDMENTS. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties with respect to the subject matter herein. No modification of this Agreement shall be effective unless in writing, executed with the same formalities as this Agreement.

Section 9.2 RECORDING. In accordance with Section 163.01, *Florida Statutes*, the County shall cause this Agreement to be recorded, when fully executed, by the Clerk of Courts in the Public Records of Flagler County.

Section 9.3 APPLICABLE LAW AND VENUE. This Agreement and all questions of interpretation, construction and enforcement hereof and all controversies hereunder, shall be governed by the laws of the State of Florida. Venue for any dispute arising out of this Agreement shall be the Seventh Judicial Circuit in and for Flagler County.

Section 9.4 BINDING ON SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Section 9.5 COUNTERPARTS AND CAPTIONS. This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

Section 9.67 WAIVERS AND EXTENSIONS. No waiver or any breach of this Agreement or provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provisions herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

Section 9.7 TIME. Time is of the essence for all obligations of this Agreement.

Section 9.89 PREVAILING PARTY. In the event of any litigation between the Parties arising out of this Agreement or the collection of any funds due the City or County pursuant to this Agreement, the prevailing party shall be entitled to recover all costs incurred, including without limitation, reasonable attorneys' and paralegals' fees and costs, whether such fees and costs are incurred at trial, on appeal, or in any bankruptcy proceeding.**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives.

CITY OF BUNNELL

BY: _____
CATHERINE D. ROBINSON, MAYOR

ATTEST:

SANDRA BOLSER, CITY CLERK

APPROVED AS TO FORM:

WADE VOSS, CITY ATTORNEY

**BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA**

BY: _____
NATE MCLAUGHLIN, Chairman

ATTEST:

TOM BEXLEY, CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

APPROVED AS TO FORM:

AL HADEED, COUNTY ATTORNEY

ATTACHMENT A

Station Location/Aerial Photo

PROPERTY TO BE USED BY THE COUNTY FOR FIRE/RESCUE SERVICES



Parcel ID	11-12-30-0650-000C0-0010
Physical Address	1601 Old Moody Blvd Bunnell, FL 32110
Legal Description	Total Parcel - 9.00 Acres Bunnell Dev Co Sub Block C Tract 1 & That Part Tract 4 - N of SR11 Deed Bk 13/175,176. Property to be used by the County - The Parcel in question is bordered by Utility Drive, SR 100, and Old Moody Boulevard.
Description	The facility is a single story fire station built in 1995 (effective year). The exterior dimensions are 99' x 42', providing for 4,158 sq. ft. The exterior of the building is painted stucco with a metal roof and has three garage bays. The facility includes a full kitchen, two bathrooms with showers, an office, four bedrooms, and ample space within the day room. It is equipped with two HVAC units, a generator and two garage door openers.

ATTACHMENT B

EQUIPMENT INVENTORY LIST TO BE TRANSFERRED TO THE COUNTY