

**RESOLUTION 2020-070**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND RESCUE SERVICES BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland Park desires to contract with Lake County for the provision of fire protection and rescue services within the City of Fruitland Park, less the property located within The Villages of Fruitland Park; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida finds the agreement is beneficial to the City of Fruitland Park and its residents; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida desires to enter into the Interlocal Agreement between Lake County, Florida and the City of Fruitland Park, Florida for Fire Protection and Rescue Services.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

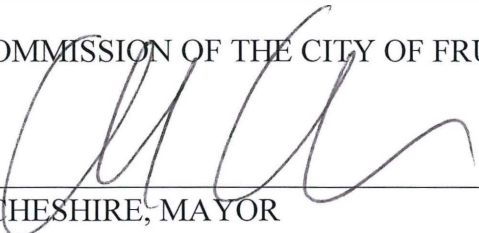
Section 1. The Interlocal Agreement for Fire Protection and Rescue Services between Lake County, Florida and the City of Fruitland Park, Florida, a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the Interlocal Agreement.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 10<sup>th</sup> day of December 2020, by the City Commission of the City of Fruitland Park, Florida.

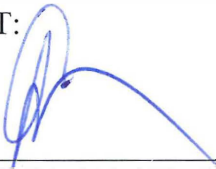
CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA



CHRIS CHESHIRE, MAYOR

SEAL

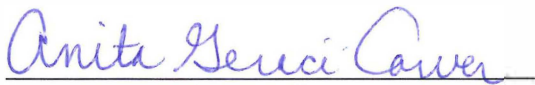
ATTEST:



ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Vice Mayor Gunter	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Bell	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner DeGrave	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Mobilian	<input type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)

Approved as to form:



Anita Geraci-Carver, City Attorney

**INTERLOCAL AGREEMENT FOR  
FIRE PROTECTION AND RESCUE SERVICES**

**THIS IS AN INTERLOCAL AGREEMENT** between Lake County, a political subdivision of the State of Florida, (hereinafter the “County”) and the City of Fruitland Park, a municipal corporation organized under the laws of the State of Florida, (hereinafter the “City”) for fire protection and rescue services.

**WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, the City is served by a volunteer Fire and Rescue Department but is interested in having the County assume responsibility for the delivery of fire protection and rescue services within the City’s limits; and

**WHEREAS**, Lake County Fire Rescue (hereinafter “LCFR”), is capable of providing these services and is willing to partner with the City; and

**WHEREAS**, Lake County Ordinance 1998-63, as amended by 2003-99, provides the method for the County to impose and collect an annual Fire Rescue Assessment; and

**WHEREAS**, Section 125.01(1)(q), Florida Statutes, and Section 10.5-33, Lake County Code, authorizes the County to impose fire rescue assessments in all or a portion of the County including incorporated areas within a municipality through the creation of a municipal service taxing or benefit unit; and

**WHEREAS**, City of Fruitland Park Ordinance 2006-004 authorizes the collection by the City of a Fire Rescue Impact Fee; and

**WHEREAS**, Section 10.5-54, Lake County Code, requires a municipality to request and consent to the provision of fire rescue services, facilities and programs by the County in the municipal area by way of an ordinance; and

**WHEREAS**, the parties have determined that it is in the best interests of the residents of the City and the County to enter into this Interlocal Agreement.

**THEREFORE**, the parties hereby agree as follows:

**Section 1. Recitals.** The foregoing recitals are incorporated herein by reference.

**Section 2. Scope of Services.** The County agrees to provide fire protection and rescue services within the City's limits in accordance with the terms specified herein and **Exhibit A** attached hereto. The parties acknowledge that this agreement and **Exhibit A** set forth the minimum service requirements and the County Manager and City Manager are authorized, upon written mutual agreement, to modify the plan specified within **Exhibit A** as needed or required.

**Section 3. City Obligations.** The City pursuant to this agreement, agrees to pay to the County the following amounts:

A. Payment for Service Prior to January 1, 2021. The parties hereby agree that if the City requests in writing that the County provide the services as outlined herein prior to January 1, 2021, then City shall reimburse the County for its actual costs to provide such services through September 30, 2021. The County will provide monthly invoices to the City and the City shall pay the invoices within thirty (30) days of receipt of such invoice. On January 1, 2021, the City will begin making payments in accordance with Section 3(B).

B. Payment for Portion of FY 2020/21 Service. The services identified in this agreement shall commence on January 1, 2021, unless the City requests that County begin service in advance of January 1, 2021. The parties hereby agree that for the remainder of FY 2020/21, ending September 30, 2021, City will pay the County \$645,246.00 for the services identified herein. Payments will be made by City to County in equal monthly payments of \$71,694.00 on or before the fifteenth (15<sup>th</sup>) of each month for the following month of service.

C. County Collection for Service Following FY 2021/22. Beginning with FY 2021/22, and continuing thereafter, the County will collect payment for services described herein via (1) County's Fire Assessment referenced within Section 3(E); and (2) the County's Fire Municipal Service Taxing Unit (MSTU) referenced in Section 3(E).

D. Impact Fees.

1) Throughout the duration of this agreement, the City will continue to impose and collect the City's Fire Rescue Impact Fees. The City may retain any Fire Rescue Impact Fees imposed and collected prior to September 20, 2021. Beginning October 1, 2021, and for each year thereafter so long as this agreement remains in effect, the City will impose and collect its Fire Rescue Impact Fees and remit those fees to the County. The City shall remit the collected funds monthly to the County, with payment being made to the County by the

fifteenth (15<sup>th</sup>) day of the following month. County will use impact fees remitted by the City for improvements to the fire system in response to growth in the City limits.

- 2) The City agrees to submit with the monthly payment written documentation, containing the following information for each building permit or development order issued:
  - a. The name and location of the development, including the alternate key, number, lot number and property control number;
  - b. The name of the applicant;
  - c. The name of the property owner;
  - d. The address for which the building permit or final development order is being sought;
  - e. The square footage of living space for residential development, and of usable space for commercial development;
  - f. The land use for nonresidential buildings;
  - g. The benefit district for each impact fee; and
  - h. The City building permit number.

The above reporting requirement may be changed by the County Manager or designee by giving at least fifteen (15) days' written notice to the City.

E. Assessments.

1) Beginning in FY 2021/22 and ever year thereafter, the City agrees that County may impose against and collect from properties within the incorporated areas of the City a Fire Rescue Assessment fee and the County's Fire MSTU. The City agrees to provide evidence of consent to both the Fire Rescue Assessment and MSTU by way of an ordinance to be adopted by the City on or before January 1, 2021. The parties agree that by execution of this agreement the properties to be assessed will receive a special benefit from the County's provision of fire rescue services, facilities and programs. The City shall not be permitted to retain any portion of the County's Fire Rescue Assessment.

2) The City agrees to start imposing an Interim Fire Rescue Assessment Fee for any certificate of occupancy (or building permit as determined by the County) issued after October 1, 2021, and every year thereafter, for any properties not included in the adopted assessment roll. If not collected by the County, the City shall remit the collected funds monthly to the County, with payment being made to the County by the fifteenth (15<sup>th</sup>) day of

the following month simultaneous with the remittance of the Fire Rescue Impact Fees. The City shall not be entitled to receive any portion of the Interim Fire Assessment fee. The payment shall be accompanied by written documentation that provides the same information as required under paragraph 3(D)(2) above.

F. Facilities.

1) The City owns certain real property located at 506 W. Berckman Street, Fruitland Park, Florida, known as "Fire Station 56", including improvements and fixtures located within and thereon. During the term of this Agreement, including any renewals, the City shall allow the County to use and occupy Fire Station 56 at no cost to the County, for fire and emergency medical services' vehicles and personnel. Lake County EMS will be permitted to continue occupying Fire Station 56.

2) During the term of this agreement, the City, at its expense, shall be responsible for the following concerning Fire Station 56:

- a. Maintain, replace, and repair, as necessary and to their current levels, the exterior, structure, roofing, electrical systems, parking area/lot, sidewalks, plumbing, mechanical, HVAC systems including maintenance and repairs, pest control, lawn/landscaping, and fire protection system maintenance and inspection;
- b. Provide and maintain property insurance; and
- c. Take all immediate steps necessary to cure the building of any air quality or environmental issues that may arise.

G. Equipment. Prior to execution of this agreement, the City has prepared a list of capital firefighting and rescue operations apparatus and equipment in its possession. The County has reviewed the items and negotiated a purchase price with the City for those useable items, a copy of which is attached hereto as **Exhibit B**. Upon the effective date of this agreement and prior to title transfer, the City agrees to allow the County to use the apparatus and equipment listed in **Exhibit B** in addition to ancillary equipment. Payment for equipment will be spread over two (2) years by way of annual payments. First payment due within sixty (60) days of the start of service and annually thereafter. The City shall cooperate with the County in executing any title(s), bill of sale(s), record(s) or other documentation necessary for such transfer. Thereafter the County shall have full ownership, operation and responsibility for such apparatus and equipment.

H. Hold Harmless. The City agrees, to the extent permitted by Florida law, to hold the County harmless should any legal action be brought to contest the validity of the Fire Rescue Impact Fees.

I. Support. The City shall provide its full cooperation and staff support to the County throughout the term of this agreement to resolve any issues that may arise in the transition of the services and any other issues which arise within the City limits.

**Section 4. County Obligations.**

A. Service Delivery. The County agrees to assume responsibility for the delivery of fire protection and rescue in accordance with the following requirements and **Exhibit A** on January 1, 2021; provided, however, that services may be provided sooner under the provisions of Section 3(A) above. Nothing in this agreement shall prohibit the County from providing fire protection and rescue services to another jurisdiction or incorporated area. County shall provide fire suppression, rescue, and emergency medical services to City at County established service levels. Fire and EMS protection will encompass all those duties and functions of the type coming within the jurisdiction of, and customarily rendered by Lake County Fire Rescue (LCFR) in accordance with the ordinances, resolutions of County and policies and procedures of LCFR, and applicable laws of the State of Florida, to include without limitation the following:

1) **Fire Suppression Services:** County shall maintain fire suppression services and provide these services to City residents through the use of fire engines, aerial devices as needed, hazardous material response units as needed, and other fire suppression units as needed.

2) **Emergency Medical Services:** County shall maintain emergency medical services and provide these services to City residents in accordance with Chapter 64-J1, Florida Administrative Code, and Chapter 401, Florida Statutes (2020), as may be amended from time to time. The emergency medical services unit shall provide a level of service equal to Advanced Life Support (ALS) as defined in Section 401.23(1), Florida Statutes (2020), as this statute may be amended from time to time, and any successor documents and accordance with County Medical Director's, or his/her successor's protocols. As part of the required emergency medical services, County shall also provide emergency medical transport services within the City.

3) **Required Reporting:** County agrees to maintain statistical information at all times and provide City upon request, with data regarding response times, number of calls, fire property dollar loss, sprinkler system activations, ISO rating information, and false alarm response information related to services provided under this agreement. County shall track and be capable of producing statistical data reports consisting of incidents that occurred only within City.

4) In addition to those duties and responsibilities described above and within Exhibit "A," County hereby agrees to provide City at all times during the term of this agreement, the following expertise and services, as may be required from time to time:

- a. **Hazardous Materials Response Team.** County shall provide hazardous materials team responses to City residents as is to the unincorporated area of Lake County.
- b. **Fire Arson Investigations.** County shall cooperate fully with City and the State Fire Marshal's Office for the purpose of ensuring notification and ancillary scene support for fire arson investigations.
- c. **Related Services.** County shall provide City residents with fire, rescue, and EMS planning information as needed.

B. **Assessments.** Upon adoption of an ordinance by City opting into the County's Fire Assessment fees and MSTU, the County will acknowledge the request and consent to inclusion of the City in the Fire Assessment and MSTU programs beginning FY 2022. The County may collect the assessments by any method which is authorized by law and/or under any collection method authorized by the County, at its discretion.

C. **Hold Harmless.** The County agrees, to the extent permitted by Florida law, to hold the City harmless should any legal action be brought to contest the validity of the Fire Rescue Assessment fees. The County agrees to provide legal defense necessary at no cost to the City in regard to any such validity challenge. Should any court order a refund of any assessment or should any refund be agreed to by County, said refunds shall be paid solely by County.

D. **Facility.** The County agrees that it will use reasonable care in its use of Fire Station 56. During the term of this agreement, the County, at its expense, shall be responsible for costs of all utilities, including electric, gas, water, sewer, solid waste removal, cable, janitorial services, telephone and internet/data connection concerning the existing Fire Station 56, until such time as the



new Fire Station 56 to be constructed by City has received a certificate of occupancy, and then County's responsibility for costs of all utilities, including electric, gas, water, sewer, solid waste removal, cable, janitorial services, telephone and internet/data connection will shift from the existing Fire Station 56 to the new Fire Station 56. The County agrees to insure County's trucks, furnishings and other firefighting equipment housed at the Station. The County acknowledges and agrees that as part of City constructing a public safety complex inclusive of a new Fire Station 56 it may be necessary for the County to temporarily relocate from the existing Fire Station 56 to a County fire station. It is the parties intent that the temporary relocation be for the least amount of time as is necessary.

**Section 5. Term and Termination.** This Agreement shall become effective January 1, 2021 ("Effective Date") and shall remain in effect for a period of twenty (20) years. Thereafter, this agreement will automatically renew, until terminated by either party. Either party may terminate this agreement by providing at least one (1) year prior written notice to the other party. The City agrees that notification of a withdrawal of its request and consent shall be by an adoption of an ordinance with a certified copy of such ordinance being provided to the County prior to January 1<sup>st</sup> preceding the fiscal year for which such request and consent is being withdrawn.

**Section 6. Default.** If either party fails to keep, observe, or perform any provision of this agreement, the breaching party shall be deemed in default. If such default continues for a period of six (6) months after notice thereof by the non-breaching party to the other party, then the non-breaching party shall be entitled to terminate this agreement. The parties agree that prior to termination the County Manger and City Manager will attempt to resolve any dispute that arises under this agreement in good faith. If unsuccessful in resolving the dispute the Florida Governmental Conflict Resolution Act, as amended, shall be utilized.

**Section 7. Modifications.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith. This agreement may not be subcontracted or assigned without the prior written consent of all parties.

**Section 8. Notices.** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the

other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY  
County Manager  
P.O. Box 7800  
Tavares, Florida 32778

CITY  
City Manager  
506 W. Berckman Street.  
Fruitland Park, FL 34731

All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

**Section 9. Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

**Section 10. Severability.** If any provision of this agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

**Section 11. Other Agreements.**

A. Emergency Medical Services MSTU. Upon the date that County begins providing service to City under this agreement, the separate agreement entitled *Interlocal Agreement Between Lake Emergency Medical Services, Inc. and City of Fruitland Park, Florida Pertaining to Basic Life Support Services* (“BLS Agreement”) dated March 26, 2013, requiring payment to the City of a portion of the EMS MSTU funds for provision of first responder basic life support services shall terminate, and no further payments will be made to the City thereunder. The parties also agree to waive the sixty (60) day notice requirement set forth in Section 4(B) of the BLS Agreement.

B. Agreement Relating to Fire Station 56. Upon the date that County begins providing service to the City under this agreement, the separate agreement entitled *Assignment of the Agreements Between Lake Emergency Medical Services, Inc. and City of Fruitland Park* dated on or about September 2018 will terminate.

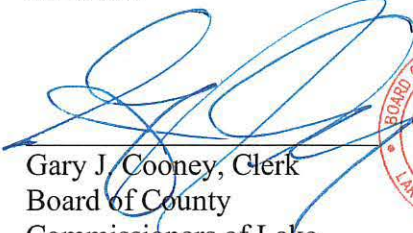
Interlocal Agreement Between Lake County and the City of Fruitland Park for Fire Protection Services

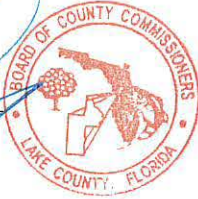
C. Mutual Aid Agreement for Fire Protection. Upon the date that County begins providing service to City under this agreement, the separate agreement entitled *Mutual Aid Agreement between Lake County and City of Fruitland Park* dated June 7, 2016, will terminate. The parties also agree to waive the ninety (90) day notice requirement set forth in Section 15.

D. Agreement between Lake Emergency Medical Services, Inc. and City of Fruitland Park for Dispatch Services, entered into on September 27, 2011. Upon the date that County begins providing service to City under this agreement, the separate agreement entitled *Agreement between Lake Emergency Medical Services, Inc. and City of Fruitland Park for Dispatch Services*, entered into on September 27, 2011, will terminate. The parties also agree to waive the sixty (60) day notice requirement set forth in Section 3.

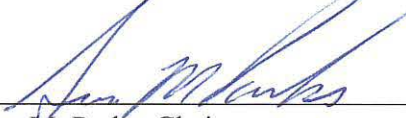
**IN WITNESS WHEREOF**, the parties have signed this Interlocal Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman and by the City of Fruitland Park, Florida, through its City Commission, signing by its duly authorized representative.

ATTEST:

  
\_\_\_\_\_  
Gary J. Cooney, Clerk  
Board of County  
Commissioners of Lake  
County, Florida




**LAKE COUNTY, FLORIDA through its  
BOARD OF COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
Sean M. Parks, Chairman


This 22 of December, 2020.

Approved as to form and legality:

  
\_\_\_\_\_  
Melanie Marsh  
County Attorney

Interlocal Agreement Between Lake County and the City of Fruitland Park for Fire Protection Services

**CITY OF FRUITLAND PARK, FLORIDA**

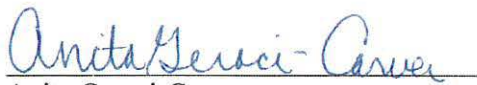
  
Chris Cheshire, Mayor

This 10<sup>th</sup> day of December, 2020.

ATTEST:

  
Esther B Coulson, City Clerk

Approved as to form and legality:

  
Anita Geraci-Carver  
City Attorney

**EXHIBIT A: ADDITIONAL SERVICE PROVISIONS TO FRUITLAND PARK**

All Firefighter EMTs/Paramedics will be trained to Florida State Statute 633 to the Firefighter II level and other associated training certifications and contact training hours (fire and medical).

Fire Station 56 will become an Advanced Life Support (ALS) services station.

Annual testing for ladders, hose, pumps, Self-Contained Breathing Apparatus (SCBA) and hydraulic extrication tools will be continued to ensure that safe and functioning equipment is maintained.

Existing Fire Rescue community outreach programs, public events, local programs, etc. will be supported. Examples include HOA presentations, life safety programs, parades, city events and many others.

A training and education center will be continually maintained within the county.

Fire inspection service responsibilities will remain with the City.

A Public Information Officer and media relations (specific to Fire Rescue events) will be provided working through the City Manager's Office and in conjunction with Fruitland Park Law Enforcement.

County will work diligently to maintain and/or improve the present County Insurance Services Office (ISO) rating.

The Deputy County Manager or designee will meet with the City Manager on an agreed upon basis to discuss operations and will be available to meet, as necessary.

Decals will be placed on Fire Rescue vehicles serving within the City recognizing the partnership between the City and the County, "In partnership with the City of Fruitland Park."

Interlocal Agreement Between Lake County and the City of Fruitland Park for Fire Protection Services

**EXHIBIT B: APPARATUS AND EQUIPMENT LIST**

Equipment	Year Purchased	Acquisition Cost
2005 Pierce Contender (E56) <i>Includes listed items and ancillary mounted and loose equipment such as but not limited to: axes, pike poles, MDT, miscellaneous appliances, nozzles, medical equipment, PPV, chainsaw, portable lighting, additional hose, etc.</i>	2005	\$ 40,000
400 ft of Preconnected 1.75" Hose	2015	incl. in above
1,100 ft of 4" supply Hose	2011	incl. in above
300 ft of 3" Rubber Hose	2011	incl. in above
Piercing Nozzle	2007	incl. in above
E-Hydraulic Spreader (HURST)	2015	incl. in above
E-Hydraulic Cutter (HURST)	2015	incl. in above
E-Hydraulic Ram (Hurst)	2015	incl. in above
Streamlight Portable Light	2014	incl. in above
Rescue 42 Strut System	2011	incl. in above
Rhyno Windshield Cutter System	2015	incl. in above
K12 Circular Saw	2012	incl. in above
20 inch Husqvarna Chain Saw	2016	incl. in above
Portable Master Stream	2010	incl. in above
16 inch SuperVac Fan	2008	incl. in above
MSA Thermal Imaging Camera	2014	incl. in above
4-Gas Monitor	2017	incl. in above
2000 ALF Freightliner (E561) <i>Includes listed items and ancillary mounted and loose equipment such as but not limited to: axes, pike poles, miscellaneous appliances, nozzles, medical equipment, PPV, chainsaw, portable lighting, additional hose, etc.</i>	2000	\$ 2,150
400 ft of Preconnected 1.75" Hose	2015	incl. in above
1100 ft of 4" Supply Hose	2012	incl. in above
300 ft of 3" Rubber Hose	2008	incl. in above
16" SuperVac Fan	2007	incl. in above
1997 Ford F-350 Brush Truck (B56) <i>Includes ancillary mounted and loose equipment such as but not limited to: axes, miscellaneous appliances, nozzles, medical equipment, chainsaw, portable lighting, additional hose, etc.</i>	1997	\$ 5,000
Halmatrol Power Unit with Combi Tool	2005	incl. in above
2020 Chevy Tahoe (IC56) <i>Includes listed items and ancillary mounted and loose equipment such as but not limited to: small tools, lights, command board, MDT, medical equipment, etc.</i>	2019	\$ 37,000
PC Mount	2010	incl. in above
Panasonic Toughbook	2015	incl. in above
Mako Air Compressor/Cascade	2011	\$ 7,500
Personal Protective Equipment	unknown	\$ 10,000
<b>Total</b>		<b>\$ 101,650</b>
<b>Annual Cost over 2 Years</b>		<b>\$ 50,825</b>

*Conditional offer pending visual and operational inspection of items by Lake County*

Additionally, Lake County will take possession of portable/mobile/base station radios listed below and release Fruitland Park from remaining seven years of reimbursement schedule:

- 5 Public Safety APX 6500 Remote Mount O5 w/ AES
- 13 Fire Rescue APX 6000XE M2.5 Bright Green w/ AES
- 1 Public Safety APX 4500 7/800MHz Control Station w/ AES
- 1 Fire Rescue APX 4500 P25 Conventional VHF Control Station