

**Interlocal Agreement between
The City of Brooksville and Hernando County Fire Rescue
For Advanced Life Support First Response**

This Agreement is entered into by and between the City of Brooksville, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "City" and Hernando County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County".

Witnessed

Whereas, the City maintains a high level of professional fire suppression service for the benefit of its citizenry; and

Whereas, the City desires to provide Advanced Life Support ("ALS") Non-transport Response services within the City and the County desires to further enhance the EMS level of service within the City; and

Whereas, the County provides county-wide emergency medical services ("EMS"), including within the City; and

Whereas, in order to provide uniform ALS EMS throughout the City, upgrading the Brooksville Fire Department's primary response apparatus with additional ALS equipment and trained Paramedics is in the best interest of the citizens of the County and the City alike.

Now, Therefore, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the City and County agree as follows:

Article 1. Authority

This agreement is entered into between the County and the City pursuant to Chapters 125 and 163, Florida Statutes.

Article 2. Definitions

- 21 Advanced Life Support (ALS) - Ambulance means a duly permitted ALS Emergency Medical Services ground transport vehicle pursuant to Rule 64J-1.003, Florida Administrative Code, which, at a minimum, is staffed by one (1) EMT and one (1) Paramedic on the County's ambulance.
- 22 Advanced Life Support (ALS) - Non-transport means a duly permitted ALS Emergency Medical Services ground non-transport vehicle pursuant to Rule 64J-1.003, Florida Administrative Code, which, at a minimum, is staffed by one (1) Paramedic, in addition to the other EMT firefighting personnel.

- 23 Approved Emergency Medical Technician (EMT) means a person who is certified by the State of Florida, pursuant to Rule 64J-1.008 to perform Basic Life Support functions and is authorized to provide BLS medical care by the Hernando County Fire Rescue Medical Director.
- 24 Approved Paramedic means a person who is certified by the State of Florida pursuant to Rule 64J-1.009 to perform Advanced Life Support and is authorized to provide ALS medical care by the Hernando County Fire Rescue Medical Director.

Article 3. Emergency Services

3.1 ALS Non-Transport First Responder Services

- 3.1.1 Upon commencement to the ALS non-transport First Responder services by the City, the City shall always have at least two (2) persons on the ALS permitted non-transport responding fire apparatus, one (1) of whom shall be an approved Paramedic and one (1) of whom shall be either an approved Paramedic or an approved EMT. The call types to which a City unit will be dispatched will be any and all 911 emergency and non-emergency calls in the COB and any calls in the County in accordance with the most current HCFR/BFD Interlocal Agreement for automatic and mutual aid.
- 3.1.2 County shall provide the City with the minimum required ALS equipment required for one (1) ALS non-transport fire apparatus, consistent with the ALS equipment provided to HCFR non-transport fire apparatus. The County shall maintain ownership of the ALS equipment. The County shall be responsible for the annual maintenance of the equipment, while BFD shall be responsible for any repairs due to intentional or unintentional negligence.

Article 4. Compensation

- 4.1 County agrees to pay the City, the following ALS subsidy amount to be used as a Paramedic pay incentive, under a City structured pay incentive plan of their own choosing:
- 4.1.1 A Paramedic staffing incentive reimbursement equaling an annual amount of \$7,500.00 per Paramedic.
- 4.1.2 The subsidy shall be paid towards a maximum of six (6) Paramedics, not to exceed the rank of Driver Engineer, and total a maximum of two (2) per shift.

- 4.1.3 The ALS subsidy shall not be paid for any BFD paramedic personnel over the rank of Driver Engineer. The positions of: Captain, Battalion Chief, District Chief, Division Chief, Assistant Chief, Deputy Chief and Fire Chief are all expressly excluded from a Paramedic ALS subsidy payment.
- 4.1.4 The ALS subsidy shall be paid quarterly, based on the actual number of approved Paramedic Firefighters employed and working for the BFD during the preceding three (3) Months. Payroll information shall be provided to HCFR for verification. The subsidy shall begin at such time that BFD obtains ALS certification for the engine/tower, and can maintain ALS coverage on that engine/tower twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year.
- 4.1.5 The ALS subsidy for BFD approved Paramedics not employed and working during the entire preceding three (3) months, their \$1,875.00 payment shall be prorated by the actual number of days they were employed and operational.

Article 5. General Terms of Agreement

- 5.1 Amendments. No amendments or modification hereof shall be effective unless they are in writing and executed by both parties with the same formalities as this Agreement is executed.
- 5.2 Notification. All notices required hereunder shall be by first class mail, except any Notice of Termination shall be mailed return receipt requested. Any notice hereunder shall be addressed to the party intended to receive same at the following addresses:

City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

County Administrator
Hernando County
20 North Main Street
Brooksville, FL 34601

- 5.3 Indemnification. The City is an independent contractor and shall not be deemed an agent or employee of the County. To the extent permitted by law, each party agrees to hold the other harmless from any and all claims, actions or suits which might arise out of its own neglect or default of the Agreement. The foregoing is not intended, and shall not be construed, as a waiver by either party of the benefits of Section 768.28, Florida Statutes.

5.4 Term of the Agreement. This Agreement shall remain in full force and effect, commencing upon the date of full execution by both parties.

5.5 Termination

55.1 In its sole discretion, the City may terminate this Agreement, for any reason whatsoever, by giving written notice thereof to County; provided, however, such termination shall not be effective until the beginning of the fiscal year which is at least three hundred sixty-five (365) days after receipt of written notice by the County.

55.2 In its sole discretion, the County may terminate this Agreement, for any reason whatsoever, by giving written notice thereof to City; provided, however, such termination shall not be effective until the beginning of the fiscal year which is at least three hundred sixty-five (365) days after receipt of written notice by the City.

55.3 In the event of termination, the City and/or County, as the case may be, shall render such aid, coordination to City and/or County, as the case may be, that might be required for an expeditious and efficient termination of service.

55.4 In the event that the City ceases providing ALS Non-transport Service without providing written notice as outlined by Section 5.5.2 (above), by their own action, at the direction/order of the State of Florida, Department of Health, EMS Division, or by direction of the HCFR Medical Director of record due to serious patient care issues, this agreement shall be automatically placed in a temporarily suspended status, concurrent with the stoppage of service and no additional ALS subsidy shall be paid, until all deficiencies can be rectified and service can be resumed. In the event that a temporary suspension exists for a period of time exceeding ninety (90) days, this agreement shall automatically be terminated.

5.6 Effective Date.

This Agreement shall be effective at such time that BFD obtains ALS certification for their engine/tower, and can maintain ALS coverage on that engine/tower twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year, and only after being approved through the annual County budgetary processes.

In Witness Whereof, the parties hereto have caused their respective representatives to execute this Agreement on their behalf, on the dates indicated below.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: Marguerite DiBattista, D.C. By: [Signature] 3-26-19
For Douglas A. Chorvat, Jr. Jeff Holcomb
Clerk of Circuit Court Chairman
Date



CITY OF BROOKSVILLE

Attest: Jennifer J. Battista, CMC By: William Kemmerer 3/6/19
City Clerk Mayor Kemmerer
Date

Approved as to Form for the Reliance of
the City of Brooksville only:

[Signature]
Gretchen R. H. Vose, Esq
City Attorney

Appendix

Implementation Plan

I. Introduction

This Appendix is entered into between Hernando County Fire Rescue (HCFR) as the licensed emergency medical service (EMS) provider, Brooksville Fire Department (BFD) and the Medical Director of Hernando County EMS this 4th day of March, 2019 pursuant to requirements detailed in Section 401.435 Florida Statutes.

The Florida Legislature has determined that the interest of public safety will be served by cooperation between First Responder agencies and EMS licensees servicing the public in the same region. Therefore, the Florida Statutes were amended to strongly encourage First Responder agencies to enter into Interlocal Agreements with applicable EMS licensees. Firefighters from Brooksville Fire Department, as members of the department, may render patient care before the arrival of EMS, and are thus defined by statute as First Responders.

II. Definitions

Department - is defined as Brooksville Fire Department (BFD).

Dispatch - means the Consolidated Communications Center Computer Aided Dispatch (CAD) program.

Emergency Vehicle Operation Course (EVOC) - is a 16-hour course of instruction in emergency vehicle operations as required in Florida Statute 401.281 and 64J-1.013 of the Florida Administrative Code (FAC).

First Responder - personnel who are either EMTs or Paramedics that will respond along with Hernando County Fire Rescue to medical emergencies.

Firefighter - means a member of the Department who has completed a State of Florida Firefighter minimum Standards firefighter course.

Emergency Medical Technician - means any individual who successfully completes an Emergency Medical Technician Course approved by the State of Florida and is certified by the State of Florida in accordance to 64J-1.008 FAC and authorized by the Hernando County Fire Rescue Medical Director to render basic care to an ill or injured person but who does not have the primary responsibility of treating and transporting ill or injured persons.

Paramedic - means any individual who successfully completes a Paramedic Course approved by the State of Florida and is certified by the State of Florida in accordance to 64J-1.009 FAC and authorized to by the Hernando County Fire Rescue Medical Director, after successfully completing the HCFR Paramedic Internship program to render advanced care to an ill or injured person who has the primary responsibility of treating and transporting ill or injured persons.

Patient Care Report - means a report made by a member of the Department on the latest version of the Hernando County Fire Rescue Patient Care Report form.

III. BFD Firefighter Paramedic Internship Program and Training Requirements

1. BFD Paramedics shall hold a current paramedic license recognized by the State of Florida DOH-EMS Division.
2. As part of the HCFR Paramedic Internship program, BFD Paramedics shall be trained in the HCFR Infection Control Plan.
3. BFD Paramedics shall participate in the HCFR Paramedic Internship program outlined by HCFR SOG and medical protocols. The program utilized for BFD will be the same as HCFR and will take place on the HCFR identified Preceptor rescues.
4. BFD Paramedics shall successfully pass the Paramedic Internship program exit exams and practical tests and become approved by the Medical Director to function as a Paramedic within Hernando County.
5. BFD paramedics failing to successfully pass the Paramedic Internship program shall have the same ability, limitations and time restraints, as HCFR Paramedics, for reentering the Preceptor program.
6. Due to the HCFR collective bargaining agreement with IAFF Local 3760 and HCFR's Staffing SOG, BFD personnel cannot serve as replacements for the either of the two (2) required HCFR Firefighter positions on any HCFR rescue. Therefore, a BFD Paramedic riding on a HCFR rescue during their Paramedic Preceptor program, shall be riding as the 3rd person on the rescue.
7. BFD Paramedics shall be required to successfully complete EMS in-service training established by HCFR in order to maintain medical proficiency. HCFR shall provide BFD Paramedics with the same training ALS opportunities as its own paramedics.
8. BFD Paramedics who fail to attend training required by the Medical Director, or for State Certification, on the dates provided by the HCFR Training Division, shall obtain those certifications at their own expense prior to them expiring. (e.g. CPR, ACLS, PALS etc.) Proof of successful course completion shall be provided to the HCFR Training Division.
9. BFD shall be responsible for providing and obtaining State EMS Certification renewal CEU opportunities. BFD shall also be responsible to see that all their Paramedics complete the required CEU training for State EMS Certification Renewal. Proof of State Certification Renewal shall be provided to the HCFR Training Division prior to their certification expiring.

IV. Dispatch Procedure

1. The call types to which a City unit shall be dispatched will be any and all 911 emergency and non-emergency calls in the COB, and any calls in the County in accordance with the most current HCFR/BFD Interlocal Agreement for automatic and mutual aid.
2. Upon arrival, the Paramedic first on the scene shall initiate patient care in accordance with the Hernando County Common Medical Protocols.
3. First arriving units shall determine the appropriate resources and response based on scene conditions found. All requests will be communicated via radio through the HCSO Communications Center.

V. Roles and Responsibilities of the ALS Non-Transport Unit

1. The on-scene Paramedic will follow the Hernando County Common Protocols, including but not limited to scene safety, BSI, patient assessment and initiating any BLS and ALS treatment.

VI. Documentation of Patient Care

1. The Paramedics with Brooksville Fire Department will use the same patient care reporting system as Hernando County Fire Rescue.
2. The Paramedics with Brooksville Fire Department will follow the same reporting procedures as Hernando County Fire Rescue.
3. The Quality Assurance Officer for HCFR will review any and all reports as necessary following the same policies and procedures used by HCFR.
4. All BFD personnel shall be educated on the reporting system, Quality Assurance procedure and the remediation process.
5. All BFD shall follow all of the policies and procedures established by HCFR for compliance with HIPAA.
6. HCFR shall provide initial HIPAA Compliance training to BFD. BFD shall be responsible for providing annual HIPAA refresher training. Proof of annual HIPAA refresher training shall be provided to the HCFR Training Division upon completion.
7. The on-scene Paramedic shall make an attempt to start documentation on the Hernando County Fire Rescue patient care report for each patient attended. Anytime the Paramedic rides in to the hospital, the Lead paramedic will be responsible for the patient care report.
8. A BFD Paramedic initiating advanced ALS procedures (e.g. medication administration, defibrillation, cardioversion, intubation, pacing, decompression, surgical airway etc.) prior to HCFR arrival at patient, shall be responsible for riding into the appropriate hospital on the HCFR ALS Transport unit and complete a thorough patient care report, as the Lead Paramedic.

VII. Equipment Requirements

1. The ALS equipment on the BFD permitted apparatus shall meet the same standards that Hernando County Fire Rescue is required to carry, as deemed necessary by the Hernando County Common Medical Protocols as well as the requirements set forth by the Florida State Department of Health, FAC 64J-1.
2. The BFD shall establish policies and procedures to regularly check all equipment to assure its readiness for emergency use. All equipment must be tested and maintained in accordance with the manufacturer's policies and guidelines.

VIII. Responsibility of Implementation

1. The responsibility for the Implementation Plan rests with the Fire Chief of Brooksville Fire Department, Fire Chief of Hernando County Fire Rescue and the Medical Director of Hernando County (HCFR).


Signed,



Scott Hechler Fire Chief, Hernando County Fire Rescue

3/15/19

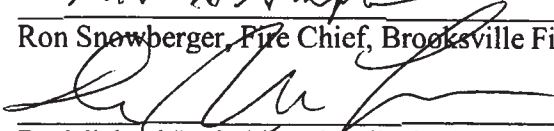
Date



Ron Snowberger, Fire Chief, Brooksville Fire Department

3/7/19

Date



Dr. Michael LoGuidice, Medical Director, Hernando County

3/8/19

Date