

**INTERLOCAL AGREEMENT
PROVIDING
FIRE PROTECTION SERVICES**

THIS AGREEMENT, is made by and between THE TOWN OF KENNETH CITY, FLORIDA, a municipal corporation in the State of Florida (hereinafter referred to as “KENNETH CITY”), and THE CITY OF PINELLAS PARK, a municipal corporation of the State of Florida (hereinafter referred to as “PINELLAS PARK”), effective as the 15th day of February, 2020.

WITNESSETH:

WHEREAS, KENNETH CITY, and PINELLAS PARK are political subdivisions of the State of Florida and possess the powers provided in their Charters and granted to municipalities by general law, including the power to render municipal services such as fire suppression and other related emergency and non-emergency services and to enter into Interlocal Governmental Agreements with other municipalities; and

WHEREAS, KENNETH CITY desires to contract with PINELLAS PARK for fire protection services to include fire suppression activities, hazardous materials response, fire inspections, fire and arson investigations and public education; and

WHEREAS, PINELLAS PARK has the resources available to perform the service in a manner which will be economically beneficial to all parties; and

WHEREAS, PINELLAS PARK is agreeable to provide fire protection services to KENNETH CITY; and

WHEREAS, PINELLAS PARK is capable of furnishing efficient fire protection services to KENNETH CITY; and

WHEREAS, it will be in the best interest of the public health, safety and welfare of the Town of Kenneth City to contract with PINELLAS PARK for fire protection; and

NOW THEREFORE, for and in consideration of the mutual promises herein made and agreed to be kept, and the obligations and responsibilities assumed herein, the parties do hereby agree as follows:

1. **Legal Authority.** This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes. The “Florida Interlocal Cooperation Act of 1969” was promulgated to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will afford the best services to communities taking into account geographic, economic, population and other factors influencing the needs and development of local communities.
2. **Municipal Status.** The parties to the Agreement are municipal corporations of the State of Florida located in Pinellas County possessing those powers provided in their Charters and granted to municipalities by general law, including the power to render municipal services such as fire control and suppression services.
3. **Scope of Services.** PINELLAS PARK and KENNETH CITY shall provide the following services:

PINELLAS PARK:

- A. **Fire Protection Services:**
Provided Fire Protection Services within the Town of Kenneth City, to include fire suppression activities, hazardous materials response, fire inspections, fire and arson investigations and public education.
- B. **Normal Wear and Tear:**
Be responsible for normal wear and tear of the interior of the fire station as well as the exterior generator.
- C. **Minimum Crew:**
Respond with a minimum of three (3) state certified firefighters.
- D. **Identity:**
Add lettering (Kenneth City) to the engine to identify it as the engine which is assigned to the Town.
- E. **Response Time:**
Insure a proper emergency response to an incident scene within five (5) minutes at least seventy-five percent (75%) of the time.

Prepare and maintain the appropriate Run Cards to secure Closest Unit Response, of other fire units in the event the designated Kenneth City fire engine is in-service at another incident in or out of the Town, and control of all fire department responses.
- F. **Annual Reports:**
Provide the Town with quarterly and annual reports of all activities as it relates to Fire Protection Services.

KENNETH CITY:

- A. **Lease:**
Lease, for the duration of this Agreement or any extension thereof, the fire station located at 4600 58th Street North to the City of Pinellas Park for one (1) dollar per year.
 - B. **Exterior of building and repairs:**
Be responsible for the exterior of the building and for major, capital expenditures concerning the exterior or interior of the building, such as the roof, HVAC system, all equipment, the sewer system, etc., but not for minor repairs to the interior of the fire station.
4. **Personnel & Equipment:** In providing fire protection services PINELLAS PARK will provide and utilize their personnel and equipment in complying with this Agreement. It is anticipated pursuant to this Agreement that PINELLAS PARK will maintain one fire unit at

the KENNETH CITY Fire Station, along with sufficient personnel to staff such unit, and that additional units as may be necessary to any fire suppression will be dispatched by the Pinellas County 9-1-1 system from Pinellas Park, St. Petersburg, Seminole, Lealman, and any other departments as may be necessary. In the event the current system of backup for fire services by all departments as may be necessary. In the event the current system of backup for fire services by all departments in Pinellas County is substantially changed or modified, then this Agreement is subject to modification or termination by either party upon 180 day notice.

5. **Term.** The term of this Agreement shall be ten (10) years from the date of the fully executed Agreement. The fire services to be provided pursuant to this Agreement shall continue without interruption, and the monthly and annual payment by KENNETH CITY to PINELLAS PARK shall continue without interruption. During the fifth (5th) year of this Agreement, the parties will have the opportunity to re-negotiate costs for years six (6) through ten (10).
6. **Compensation.** In consideration of the services provided KENNETH CITY shall pay to PINELLAS PARK as follows:

Time	Percent	Monthly	Yearly Total
Year 1	-----	\$24,098.67	\$289,184.08
Year 2	3%	\$24,821.63	\$297,859.60
Year 3	3%	\$25,566.28	\$306,795.39
Year 4	3%	\$26,333.27	\$315,999.25
Year 5	3%	\$27,373.27	\$325,479.23
Year 6 thru 10 to be renegotiated			

7. **Termination.**
 - a. This Agreement may be terminated by either party, for any reason, at the end of any annual anniversary of this Agreement provided that written notice of termination is given at least 180 days in advance of any annual anniversary date.
 - b. In the event that during the term of this Agreement, Pinellas County contracts with PINELLAS PARK to provide EMS Service in the KENNETH CITY area, PINELLAS PARK shall also be allowed to provide such services from the KENNETH CITY Fire Station pursuant to this Agreement. All fees collected for these or any other services rendered outside of those delineated in paragraph 3 shall be paid to PINELLAS PARK and shall be considered in addition to those fees delineated in paragraph 6 above.
8. **Liability Insurance and Indemnification.**
 - a. PINELLAS PARK, agrees to defend, indemnify and hold harmless, KENNETH CITY, its elected officials and employees, from any and all liability, suits, claims, actions or causes of action, including reasonable attorney's fees, whether or not such actions may have any merit as a matter of fact or law, stemming from any incident

asserted by any third party as a result of any fire protection service provided pursuant to this Agreement. Nothing herein is intended to constitute a waiver of sovereign immunity under Section 768.28, Florida Statutes, as the same may be amended from time to time. This section shall not be construed as waiving any defense which PINELLAS PARK or KENNETH CITY may have against any claim or cause of action by any person not a party to the Agreement.

- b. PINELLAS PARK agrees to add KENNETH CITY, as an additional insured to its general liability and motor vehicle policies of insurance to the extent that PINELLAS PARK'S insurance carriers allow for the naming of additional insured's on their policies. PINELLAS PARK shall provide KENNETH CITY with a Certification of Insurance evidencing same and shall provide KENNETH CITY with a copy of all such insurance policies, upon request.

9. **Modification.** No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto. This document, including attachments, is the entire Agreement between KENNETH CITY and PINELLAS PARK.

10. **Default.** Any known defaults, by the parties, shall be cured within forty-eight (48) hours of written notice delivered to the other party in the manner set forth in Paragraph 12 of this Agreement. Any defaults related to payments required to be made under this Agreement shall be subject to the maximum penalties of interest allowable by law.

11. **Notices.** Notices required hereunder shall be sent by certified mail, return receipt requested as follows:

For KENNETH CITY:

Matthew Campbell, Town Manager
6000 – 54th Avenue North
Kenneth City, FL 33709

For PINELLAS PARK:

Doug Lewis, City Manager
5141 – 78th Avenue, P. O. 1100
Pinellas Park, FL 33780-1100

12. **Attorney's Fees.** In the event of legal action regarding this Agreement, the prevailing party shall be entitled to recover costs and attorney's fees. Costs and Attorney fees shall include any and all attorney's fees incurred in the enforcement of this Agreement, preparation and attendance at trial, any and all appeal or bankruptcy proceedings and shall also include paralegal expenses and all reasonable travel, copying and transmission costs of the attorneys, and expert witness fees.

13. **No Waiver.** The failure of any party at any time to require performance by another party of any provision hereof shall not effect in any way the full right to require such performance at

any time thereafter; nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

14. Captions. The headings contained herein are merely for the convenience of the parties and the context of such paragraphs shall control the respective meanings.

15. Assignments. The obligations contained in this Agreement may not be assigned, be conveyed, or transferred by any party without written approval of the other party.

16. Approval and Authority to Execute: This Agreement has been approved by the formal action of the respective Board of Commissioners and City Council for the municipalities in public session and the Commissioners and City Council of KENNETH CITY and PINELLAS PARK have authorized their City or Town Manager and Mayor to sign and execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the year first above written.

ATTEST:

TOWN OF KENNETH CITY

Town Clerk

By: _____
Mayor

By: _____
Town Manager

Approved as to form:

Town Attorney

ATTEST:

CITY OF PINELLAS PARK

City Clerk

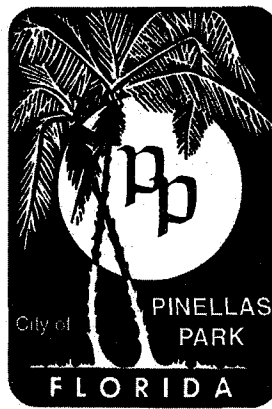
By: _____
Mayor

Approved as to form:

City Attorney

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

January 28, 2020

Chief Brett Schlatterer
Fire Chief
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #20-012
Kenneth City Interlocal Agreement for Fire Protection Services

Dear Chief Schlatterer:

I have received and reviewed the above-referenced Interlocal Agreement with Kenneth City.
I would approve of such Agreement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager

JWD/dh

20-012.01282020.LCBS.Kenneth City Interlocal Agreement.wpd



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