

Attachment A

**AGREEMENT BETWEEN  
THE CITY OF ATLANTIC BEACH, FLORIDA  
AND  
CITY OF JACKSONVILLE, FLORIDA**

THIS AGREEMENT, entered into in duplicate this 2<sup>nd</sup> day of JUNE, 1999,  
by and between THE CITY OF ATLANTIC BEACH, FLORIDA, a municipal corporation  
("Atlantic Beach"), and the CITY OF JACKSONVILLE, FLORIDA, a consolidated county and  
municipal government extending territorially through the geographic boundaries of Duval County,  
Florida ("Jacksonville").

**WITNESSETH:**

**WHEREAS**, the Atlantic Beach Fire Department currently provides first response emergency  
medical service and fire service to its residents; and

**WHEREAS**, the Council previously has approved Resolution 95-944-256 which authorized  
Jacksonville to enter into an amended Interlocal Agreement with Atlantic Beach in settlement of a  
lawsuit ("Interlocal Agreement"); and

**WHEREAS**, in paragraph 8 of the Interlocal Agreement, Atlantic Beach agreed to provide  
first suppression response service to residents of the City of Neptune Beach ("Neptune Beach") and  
Jacksonville agreed to pay to Atlantic Beach \$150,000 annually beginning October 1, 1995 (said  
amount to be increased by 3% each year); and

**WHEREAS**, residents and businesses located in Atlantic Beach and Neptune Beach can  
benefit from the Advanced Life Support and Fire Services offered by Jacksonville; and

**WHEREAS**, Jacksonville will benefit from centralized communication and coordination relative to the delivery of Fire and Rescue Services; and

**WHEREAS**, the parties hereto desire to provide a method for said residents and businesses in Atlantic Beach and Neptune Beach to have such use of the Advanced Jacksonville Life Support and Fire Services available in the manner and under terms and conditions specified herein; and

**WHEREAS**, the addition of an Advanced Life Support fire engine and crew would benefit the citizens of Atlantic Beach, Neptune Beach and Jacksonville; and

**WHEREAS**, Jacksonville desires to provide Advanced Life Support and Fire Services county wide; and

**WHEREAS**, it is the intent of this Agreement to provide an effective, efficient means of delivering Advanced Life Support and Fire Services to Atlantic Beach and Neptune Beach residents, businesses (said services being provided to Neptune Beach only because of Atlantic Beach's continued obligation under the Interlocal Agreement); and

**WHEREAS**, Jacksonville would benefit in having a station in Atlantic Beach which would enhance first response and provide back-up capabilities to its other nearby fire operations; **NOW, THEREFORE,**

**IN CONSIDERATION** of the mutual covenants herein contained and for other good and valuable consideration, the parties agree as follows:

1. **Incorporation of Recitals.** The above stated recitals are true and correct and, by this reference, are incorporated herein and made a part hereof.

2. **Provision of Advanced Life Support & Fire Services to Atlantic Beach.**

(a) Beginning on a mutually agreeable date as soon as practicable after

approval of this Agreement by both the Jacksonville and Atlantic Beach City Councils, Jacksonville will provide Atlantic Beach with 24-hour (around the clock) Advanced Life Support and Fire services. These services will be operated out of the Atlantic Beach Fire Station defined as the Fire Bay and the living area north of the Bay at 850 Seminole Road, Atlantic Beach, Florida (the "Fire Facility").

(b) Jacksonville agrees to use best efforts to maintain the current service levels and to keep response times comparable to the current levels, provided that there is no increase in the demand for service in Atlantic Beach. The purpose of this provision is to evidence the agreement of the parties in this matter and not to create a special duty to any individual inhabitant of Atlantic Beach regarding service levels beyond the general duty owed by the respective fire departments to the public at large.

(c) Jacksonville agrees to issue, provide, and maintain all equipment which it deems necessary for delivery of the Advanced Life Support and Fire Services to Atlantic Beach. Jacksonville shall have sole discretion to determine what equipment is necessary for delivery of such services. At a minimum, those services will include an Advanced Life Support Engine.

(d) Jacksonville will be responsible for the provision of all personnel, including recruitment, assignment, hiring, training, payroll, benefits, etc., necessary (in its sole judgment) for provision of services under this Agreement; provided, however, that all current employees of the Atlantic Beach Fire-Rescue Department shall be offered employment by Jacksonville's Fire and Rescue Department pursuant

to the following requirements:

1. Atlantic Beach Lieutenants will be offered positions as Engineers and the Assistant Chief will be offered a position as Lieutenant.

2. The remaining employees will be offered positions as entry level firefighters.

Provided, further, that said employees meet Jacksonville's current standards for employment as firefighters or are given a reasonable opportunity to meet such standards. Once said employees are hired by Jacksonville, Jacksonville shall have sole discretion regarding their work assignments. A list of said employees is attached hereto as Exhibit "A." Atlantic Beach agrees to provide personnel records of said employees to Jacksonville within thirty (30) days of the date of this Agreement.

(e) All current Fire Department employees of Atlantic Beach, who are Florida State certified Firefighters, under the provisions of Chapter 633 FS, shall become members of the Jacksonville Police and Fire Pension Fund ("Fund"), with full rights and benefits in accordance with Chapter 121, City of Jacksonville Ordinance Code, and with other applicable law. The merger of all current Atlantic Beach Fire Department Florida State certified Firefighters into the Fund shall result in no additional expense to current Fund participants or the City of Jacksonville, other than the regular contribution rate, and shall result in no impairment of benefits to the transferred employees. All pension fund membership records, including pre-employment medical reports, shall be transferred to the Fund upon the date of the merger. The Atlantic Beach active state certified firefighters shall receive identical retirement benefits as are provided to the members of the Fund with full time unbroken

service with the Atlantic Beach Fire Department counting as pensionable service with the Fund.

All retired and terminated vested participants of the Atlantic Beach Fire Department shall receive their level benefits as fixed on the date of the merger under the terms in effect of Atlantic Beach Pension Plan on that date. These benefits will be paid by the Fund. The Atlantic Beach retired and terminated vested firefighters will be placed in a special administrative sub-account of the Jacksonville Police and Fire Pension Fund to ensure that their rights in effect on the date of the merger are protected in accordance with the terms of the prior Atlantic Beach plan.

The City of Atlantic Beach will be responsible for furnishing a certified copy of the current Plan document and certifying the level of benefits including Survivor benefits due to the retired and vested participants on the effective date of the merger to:

John Keane, Administrator  
Jacksonville Police and Fire Pension Plan  
3200 Emerson Street  
Jacksonville, FL 32207

A copy of a summary of the current plan is attached as Exhibit "B". All assets and liabilities of the Atlantic Beach Fire Department pension Plan existing as of the date of the merger, (approximately 1.5 million dollars) shall be transferred on the date of the merger to the Fund.

Atlantic Beach shall, for the entire term of this Agreement, continue to pass annually an ordinance as required by §175.101, Florida Statutes, assessing and imposing the excise tax on property insurance premiums authorized by that section and shall remit all the proceeds of said excise tax received from the State Comptroller's Office to the Fund upon receipt.

(f) Jacksonville agrees to maintain Atlantic Beach's existing Mutual Aid Agreements and commitments for fire services to the City of Jacksonville Beach and the City of Neptune Beach, copies of which Agreements are attached hereto as Exhibit "C" and Exhibit "D." Atlantic Beach represents and warrants that it has no other outstanding mutual aid agreements.

(g) Jacksonville agrees to be responsible for all fire and rescue communication for Atlantic Beach. Atlantic Beach will transfer all such calls it receives to Jacksonville Fire/Rescue dispatch as Atlantic Beach will continue to operate as a 911 PSAP.

(h) Jacksonville will maintain the Fire Facility, including the payment of all utility bills, telephones, equipment, furnishings, daily maintenance, and similar expenses, with the sole exception of exterior maintenance, lawn care and building insurance. A drawing of the Fire Facility is attached as Exhibit "E."

(i) Jacksonville will provide full casualty, liability, personal property, and workers compensation insurance. Jacksonville agrees to defend Atlantic Beach in all suits arising out of service being delivered to Atlantic Beach by Jacksonville, subject to the limitations set forth in paragraph 5 hereof.

(j) Jacksonville will provide the following auxiliary services for Atlantic Beach:

1. Blood pressure checks at the Fire Facility for the Community
2. Bi-annual fire hydrant testing of all fire hydrants in the City
3. Annual and occupational inspections of businesses

4. Plan review of new and remodeled businesses and buildings
5. Tours for school and community organizations
6. CPR training (including refreshers), hazardous materials and similar training to Atlantic Beach employees

Atlantic Beach assures Jacksonville that these services are the only auxiliary services which Jacksonville will be expected to provide. Atlantic Beach shall provide information to Jacksonville regarding the method, fees and location for providing such services. Jacksonville may charge fees for such services at the same rate that it charges for the same services in the City of Jacksonville. Notwithstanding anything to the contrary, Jacksonville shall not be obligated to provide such services in Atlantic Beach more frequently than such services are provided in Jacksonville.

(k) Jacksonville agrees to abide by all local, state, and federal laws in the performance of this Agreement.

(l) Jacksonville agrees to participate in the Atlantic Beach Safety Program as it relates to the services being provided to the same extent as Atlantic Beach is now participating.

(m) Jacksonville agrees that its employees will conduct no personal business while on duty or use the Fire Facility for such activities.

(n) Jacksonville will assign a Division Chief or higher rank to provide liaison with Atlantic Beach. Furthermore, Jacksonville will provide annual reports on alarms, response time and location to the Public Safety Director for Atlantic Beach.

(o) In order to afford continuity in service to the Atlantic Beach community,

to the extent practicable in its sole discretion, Jacksonville agrees to assign at least one (1) firefighter with at least one year of service in Atlantic Beach to each shift of its personnel providing services to Atlantic Beach.

**3. Services to be provided by Atlantic Beach to Jacksonville:**

(a) Atlantic Beach will provide the Fire Facility at no rental expense to Jacksonville. Jacksonville shall make no alterations to the building unless such alterations have been approved in writing by Atlantic Beach, which approval shall not be unreasonably withheld. Costs of such alterations shall be borne by Jacksonville.

(b) Atlantic Beach will provide all existing appliances and furnishings (except computer, telephone, and radio equipment) at the Atlantic Beach Fire Facility to Jacksonville for its use at the Fire Facility. A list of said existing appliances and furnishings is attached hereto as Exhibit "F." Any new appliances or furnishings needed by Jacksonville will be borne at its cost.

(c) Atlantic Beach shall convey clear title to vehicle number 4ENBAAA80T1006038 and its present fire fighting equipment to Jacksonville. A list of said equipment is attached hereto as Exhibit "G."

(d) Atlantic Beach will provide exterior maintenance and lawn care for the Fire Facility.

(e) Atlantic Beach will provide and maintain the emergency generator at the Fire Facility needed for fire necessities.

(f) Atlantic Beach will provide the City Manager and the Public Safety Director as the point of contact and liaison for issues arriving out of this contract.

The Public Safety Director will be responsible for addressing other JFRD issues related to the day-to-day operation.

**4. Fees and Reimbursement:**

(a) Atlantic Beach shall pay Jacksonville \$677,804 for the first year of this Agreement for all services provided by Jacksonville pursuant to this Agreement; provided, however, that said amount shall be adjusted in each subsequent year of this Agreement by an amount equal to one hundred and three percent (103%) of the previous year's amount for all services provided by Jacksonville.

(b) Atlantic Beach shall pay on a monthly basis one-twelfth of the yearly fee as outlined in (a) above. Payment of such amount shall be made by Atlantic Beach to Jacksonville no later than thirty (30) days after receipt of a billing invoice from Jacksonville.

**5. Indemnification.**

(a) Subject to the provisions and limitations of Section 768.28, Florida Statutes, Jacksonville shall indemnify, hold harmless and defend Atlantic Beach from and against any claim, action, loss, damage, injury, liability, cost, and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to property, arising out of or incidental to any negligent act or omission of Jacksonville in the operation and maintenance of the services provided and facilities used under this Agreement. In no event shall Jacksonville be responsible for any negligent act committed by Atlantic Beach.

(b) It is expressly agreed that Jacksonville shall not indemnify, defend, or hold harmless Atlantic Beach for events, occurrences or conditions which took place prior to the effective date of this Agreement. Nor shall Jacksonville assume liability or responsibility for any events, occurrences or conditions (including Workers Compensation claims) which took place prior to the effective date of this Agreement. Any indemnification, liability or responsibility of Jacksonville acknowledged under paragraph (a) of this paragraph 5 shall be prospective from the effective date hereof and shall be subject to the provisions and limitations of Section 768.28, Florida Statutes.

**6. Force Majeure.** The performance by the parties of this Agreement is subject to Force Majeure and is contingent upon, accidents, acts of God, flood, regulations or restrictions imposed by any governmental agency (other than Jacksonville and Atlantic Beach), or other problems beyond the parties' control.

**7. Severability.** Should any provision hereof for any reason be held illegal or invalid, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid provision had not been contained herein.

**8. Headings.** The headings in this Agreement are solely for convenience and shall have no effect on the legal interpretation of any provision hereof.

**9. Waiver.** The failure of any party to insist upon strict performance of this Agreement or of any of the terms or conditions hereof shall not be construed as a waiver of any of its rights hereunder.

**10. Default.** In the event that one of the parties to this Agreement shall fail to perform a

material obligation hereunder, the other party shall give the defaulting party thirty (30) days' written notice to cure such default. Should the nonperforming party not cure such default within the thirty (30) days, the other party shall have the right to terminate this Agreement without further notice.

**11. Notice.** Each notice when required hereunder shall be deemed to have been given when mailed by U.S. Postal Service certified mail, postage prepaid; addressed as follows:

- (a) City of Atlantic Beach, 800 Seminole Road  
Atlantic Beach, FL 32233  
Attention: City Manager
- (b) City of Jacksonville Fire and Rescue Department, 515 Julia St.  
Jacksonville, FL 32202  
Attention: Fire Chief

**12. Attachments and Exhibits.** All exhibits, attachments, appendices and schedules which may, from time to time, be referred to in this Agreement or in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed a part of this Agreement as fully as if set forth herein. The Exhibits attached hereto to the extent not completed at the time of execution hereof, shall conform substantially to the description thereof contained on each Exhibit page and may be supplied by the parties.

**13. Rights and Obligations Not Transferable.** The rights and obligations of the parties hereunder are not assignable and may not be transferred without the prior written consent of the other party hereto, which will not be unreasonably withheld.

**14. Effective Date of Agreement.** This Agreement shall become effective upon execution by both parties, by and through their respective authorized representatives, pursuant to such procedural requirements as are applicable to each of the respective parties.

**15. Term.** The term of this Agreement shall be from its effective date and continuing for a

period 25 years unless terminated earlier by the parties in accordance with this paragraph 15. If either party should desire to terminate this contract prior to the expiration of the 25-year term, such party may do so by providing a one year notice to the other party. Such notice must be in writing to the City Manager of Atlantic Beach or the Mayor of Jacksonville.

**16. Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Florida.

**17. Negotiated Agreement.** The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to as "Fortius Contra Proferentum" shall not be applied to this Agreement or any interpretation thereof.

**18. Entire Agreement.** This Agreement constitutes the entire agreement by and between the parties hereto. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which is not expressed herein shall be binding. All modifications of, changes, alterations, revisions, or amendments to this Agreement, or to any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective seals by their officers hereunto duly authorized as of the date first above written.

**CITY OF ATLANTIC BEACH**

Attest: Maureen King  
City Clerk

Alan Hamm  
City Attorney

By: Suzanne Skinghnessy  
Mayor

By: [Signature]  
City Manager



Janice C. Williams By: [Signature]  
Approved as to Form  
Mayor

Paul Reynolds  
Assistant General Counsel

VRR/4/27/99/G:\SHARED\CINDY\LMAYOR\FIRE\ABFIRE.5

NAME	DOH	TITLE	#BASE HOUR	#BASE ANNUAL	ADD 1	ADD 2	ADD 3	TOTAL
*Mayo, Claude W.	08/07/95	Asst Fire Chief Fire Marshall	22.14	46,051	2,303			48,354
Hill, James K.	08/17/83	Fire Licutenant	14.62	40,293		3,425	75	43,793
Bass, Robert S.	06/13/88	Fire Licutenant	13.41	36,958		3,141	75	40,174
Boley, Bradley E.	02/01/96	Fire Licutenant	10.88	29,985		2,549	75	32,609
Binder, Michael A.	08/08/96	Fire Engineer	9.05	24,942		2,120	75	27,137
Brennan, Paul J.	07/16/96	Fire Engineer	9.05	24,942		2,120	75	27,137
Crolley, William B.	10/18/96	Fire Engineer	9.05	24,942		2,120	75	27,137
D...ier, Anthony F.	07/17/96	Fire Engineer	9.05	24,942		2,120	75	27,137
Hernandez, Raphael	06/09/97	Fire Engineer	9.05	24,942		2,120	75	27,137
McGann, Patrick E.	10/18/96	Fire Engineer	9.05	24,942		2,120	75	27,137
Pausche, Walter S.	02/18/97	Fire Engineer	9.05	24,942		2,120	75	27,137
Renaud, James P.	10/18/96	Fire Engineer	9.05	24,942		2,120	75	27,137
***Ycager, Karl A.	02/18/97	Fire Engineer	9.05	24,942		2,120	75	27,137
Younger, Christopher	03/0796	Fire Engineer	9.05	24,942		2,120	75	27,137
Benson, Jeffrey T.	04/29/98	Firefighter	8.21	22,627		1,923	75	24,625
**Chaires, Michael L.	10/08/98	Firefighter	8.21	22,627		1,923	75	24,625
Patterson, Theodore T.	04/22/98	Firefighter	8.21	22,627		1,923	75	24,625

# Does not include any pay increase that may be approved to be effective on/after October 1, 1998 based upon current Union negotiations.

\* Will receive a three percent (3%) pay increase effective October 1, 1998

\*\* Projected new hire effective 10/08/98

\* Resignation effective 09/30/98

#### ADDITIONS TO PAY:

Add 1. Additional pay for assuming duties of Fire Chief after retirement of Fire Chief on July 7, 1998.

Add 2. Maximum additional pay received for "Kelly Hours" which are Compensatory Hours that the employees may take as time off or cash in for additional pay.

Add 3. Additional pay at \$75 per month received for EMT pay.

#### DEDUCTIONS TO PAY:

FICA: 6.20%

MEDICARE: 1.45%

PENSION: 5.55% of Pay

**Summary of Benefit Provisions  
(September 30, 1997)**

---

**Normal Retirement** (NO REDUCTION FACTOR FOR AGE):

*Eligibility*

**General Members:** Age 60 with 5 or more years of service.

**Police - Fire Members:** Any age with 25 years of service or age 50 with 20 or more years of service or age 60 with 5 or more years of service.

*Annual Pension*

**General Members:** Total service times 2.85% of final average compensation.

**Police - Fire Members:** Total service times 3.00% of final average salary.

Total pension cannot exceed 100% of final average compensation. The normal form of pension is payable for life. Optional forms are available on an actuarial equivalent basis.

*Type of Final Average Salary* - Highest 5 consecutive years out of last 10. Salary includes base pay, overtime, longevity pay and cost-of-living payments. Salary does not include amounts paid for unused vacation and sick leave, the value of fringe benefits and allowances and expense reimbursements.

**Deferred Retirement** (VESTED BENEFIT):

*Eligibility* - 5 or more years of service. Pension begins at normal retirement eligibility.

*Annual Pension* - Computed as a normal retirement pension but based upon service and final average salary at time of termination of employment.

**Disability Retirement:**

*Eligibility* - 5 or more continuous years of service. Service requirement waived for Police/Fire members if disability is incurred in the line of duty.

*Annual Pension* - Computed as a normal retirement pension. Minimum benefit is 42% of final average salary for Police/Fire members if disability is incurred in the line of duty.

**Death Before Retirement:**

*Eligibility* - 5 or more years of service.

*Annual Pension* - Computed as a normal retirement pension.

**Member Contributions:**

General: 2.0% of salary

Police Bargaining Unit: 1.0% of salary

Police Other: 4.815% of salary

Fire: 5.555% of salary

**Premium Tax Monies:** A distribution of casualty insurance premium tax monies collected by the State pursuant to Chapters 175 (Fire) and 185 (Police), Florida Statutes.

**City Contributions:** Actuarially determined amounts which together with Chapter 175/185 monies are sufficient to cover the requirements of the financial objective stated on page A-1.

**MEMORANDUM OF UNDERSTANDING**  
between the  
**ATLANTIC BEACH FIRE RESCUE DEPARTMENT**  
and  
**JACKSONVILLE BEACH FIRE DEPARTMENT**

**AUTOMATIC MUTUAL AID**

**I. Purpose**

1. This agreement is to establish the conditions of an automatic aid program for fire/rescue emergencies in the Cities of Atlantic Beach and Jacksonville Beach.

**II. DEFINITIONS**

1. Automatic Aid : The automatic response of a mutual aid fire company on the first alarm of a fire/rescue emergency.
2. Alarm Fire Department : The fire department in whose jurisdiction a fire/rescue emergency occurs.
3. Aiding Fire Department : The fire department providing automatic aid to the alarm fire department.

**III. SCOPE**

1. The fire chief of Atlantic Beach or his designated representative will be in charge of all fire/rescue emergency operations in the City of Atlantic Beach.
2. The fire chief of Jacksonville Beach or his designated representative will be in charge of all fire/rescue emergency operations in the City of Jacksonville Beach.
3. This agreement requires automatic aid to be dispatched only when adequate protection can be maintained by the aiding fire department as determined by the aiding fire department chief.
4. Each fire chief agrees to issue the appropriate written order to provide for the implementation of this agreement.

#### IV. DISPATCH AND COMMUNICATION

1. Automatic aid will be requested for all reports of:
  - a. Fires or explosions in buildings
  - b. Vehicle fires in garages or carports
  - c. Persons trapped in submerged vehicles, drowning in lakes, ponds, ditches, the ICW or ocean waters and similar emergencies
  - d. Incidents or fires involving hazardous materials
  - e. Any other alarm as requested by the responding Incident Commander.
2. Pending the recall of off-duty members, automatic aid may be requested to respond to other alarms when the alarm fire department is unavailable to respond.
3. The alarm fire department dispatchers will request the dispatch of the aiding fire department by telephone automatically and immediately after alerting the alarm fire department of the emergency.
4. Each fire department will provide and maintain a street and hydrant map book of its city for the other fire department.
5. Each fire department shall maintain its current apparatus numbering system.
6. The aiding fire department will report responding by radio to the dispatch of both cities. All subsequent radio communication will be on the alarm city's radio channel until the aiding company is released from service.
7. The aiding fire department may recall its responding fire company for another alarm up until that company is actually committed to operating at the alarm.
8. To avoid confusion, each dispatch center will be identified by City name.  
Example: Eng1 to Jax Beach, Eng. 11 to Atlantic Beach.

3. The fire departments shall jointly preplan water and confined space hazards in both cities and arrange for appropriate joint training of fire fighters from both fire departments.

SIGNED

\_\_\_\_\_  
Chief John Ruley, Fire Chief  
Atlantic Beach Fire/Rescue Dept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Gary A. Brown Sr.  
Jacksonville Beach Fire Dept

\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING  
between the  
ATLANTIC BEACH FIRE RESCUE DEPARTMENT  
and  
JACKSONVILLE BEACH FIRE DEPARTMENT

AUTOMATIC MUTUAL AID

V. OPERATIONS

1. The minimum response to an automatic aid alarm by the aiding fire department shall be a Class A fire pumper and two fire fighters.

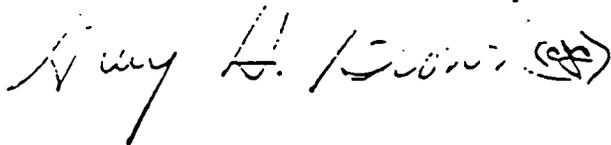
A. Except in the case of aid given by Jacksonville Beach to Atlantic Beach in buildings identified as three (3) stories or 35 feet , Jacksonville Beach will send a ladder truck instead of a class A fire pumper. This amendment is for Structure Fires and Automatic Alarms In Structures only.

(The city of Atlantic Beach will provide both dispatches centers and Jacksonville Fire Department with a list of building that would be effected by this change. )

SIGNED

  
\_\_\_\_\_  
Chief John Ruley, Fire Chief  
Atlantic Beach Fire/Rescue Dept.

10/25/96  
Date



\_\_\_\_\_  
Chief Gary A. Brown Sr.  
Jacksonville Beach Fire Dept

10-25-96  
Date

3. The fire departments shall jointly preplan water and confined space hazards in both cities and arrange for appropriate joint training of fire fighters from both fire departments.

SIGNED

\_\_\_\_\_  
Chief John Ruley, Fire Chief  
Atlantic Beach Fire/Rescue Dept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Gary A. Brown Sr.  
Jacksonville Beach Fire Dept

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**CITY OF ATLANTIC BEACH AND ITS FIRE/RESCUE DEPARTMENT**  
**and the**  
**CITY OF NEPTUNE BEACH AND ITS PUBLIC SAFETY DEPARTMENT**

**SERVICE SHARING PROGRAM**

**Section I: PURPOSE**

1. This agreement is to establish the conditions of a service sharing program for structure fires in Neptune Beach. This memorandum of understanding will serve as an updated clarification of responsibilities outlined in Section V of the 1988 Fire Fighting Mutual Aid Voluntary Agreement between Neptune Beach, Atlantic Beach and Jacksonville Beach. This document formalizes the commitment of the City of Atlantic Beach to provide fire suppression response service to the residents of Neptune Beach as stated in an agreement between Atlantic Beach and the City of Jacksonville known as the 1995 amendment to the 1982 Interlocal Agreement dated 9-28-95. Any changes to existing mutual aid agreements between Atlantic Beach and other fire agencies that impact on Neptune Beach will cause Atlantic Beach to notify Neptune Beach of the changes.

**Section II: SCOPE**

1. When assistance is requested, the Incident Commander of the Atlantic Beach Fire Department will be in charge of all fire/rescue emergency operations in the City of Neptune Beach.
2. Each agency agrees to issue the appropriate written order to provide for the implementation of this agreement.

**Section III: DISPATCH AND COMMUNICATION**

1. Service sharing aid will be requested for all reports of:
  - a. Fire or explosions in buildings
  - b. Vehicle fires in garages or carports
  - c. Water rescue emergencies in the ICW or ocean, not covered solely by lifeguards in shallow water.
  - d. Incidents or fires involving hazardous materials
  - e. Incidents involving multiple victims
  - f. Any other alarm as requested by the responding Incident Commander.
2. The Neptune Beach dispatchers will contact the Atlantic Beach Fire Department dispatch by telephone automatically when receiving notice of one of the above emergencies. Immediately after this notice, Neptune Beach volunteers will be alerted to respond to the emergency.

3. Jacksonville Fire/Rescue's presence will be immediately requested by the dispatcher for all the above emergencies.
4. Each fire department will provide and maintain a street and hydrant map book of its city for the other fire department.
5. Each fire department shall maintain its current apparatus numbering system.
6. The Neptune Beach Public Safety Officer in charge of the incident will report to the Atlantic Beach Incident Commander at any fire department emergency to coordinate communications between agencies.
7. The aiding fire department may recall its responding fire company for another alarm in their own city up until that company is actually on the scene of the incident.
8. To avoid confusion, each dispatch center and operating unit will identify fire department apparatus by jurisdiction name. Example: Neptune Beach Engine 1 to Atlantic Beach Engine 1.

Section IV: OPERATIONS

1. As determined by the Atlantic Beach Fire Officer, manpower and equipment will be allocated when requested by Neptune Beach.
2. On arrival at the scene, and in the absence of any certified Incident Commander from another full-time fire agency, incident command will be assumed by the responding Atlantic Beach officer.
3. All fire department volunteers, police officers, and others will report to the Incident Commander before taking any action on the fire scene.
4. If the Atlantic Beach Fire Department arrives first on the scene, it shall take all initial action necessary to control the emergency and assume incident command.
5. Atlantic Beach may transfer or relinquish incident command to another agency consistent with NFPA 1500.
6. If the Jacksonville Beach Fire Department or the City of Jacksonville Fire/Rescue Department is already on the scene, the Atlantic Beach firefighters will take direction from their Incident Commander.

**SECTION V: LIABILITY**

Each agency will bear the liability arising from acts undertaken by its personnel pursuant to this agreement. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief disability, workers' compensation, salary, death and other benefits which apply to the activity of such firefighters, agents, employees, or personnel of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this service sharing agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees or personnel.

**Section VI: COMPENSATION**

All services performed under this agreement shall be rendered without reimbursement of either party or parties. The assisting agency shall compensate its employees or personnel during the time of the rendering or such service sharing aid and shall defray the actual travel and maintenance expenses of such employees or personnel while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees or personnel are rendering such aid. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

The assisting agency under this agreement shall bear the loss or damages to any equipment it furnishes and shall pay any expense incurred in the operation and maintenance thereof.

This Agreement shall become effective upon the date hereof and shall remain in full force and effect until canceled by mutual agreement of the parties hereto by written notice by one party to the other party with sixty (60) days notice of said cancellation.

In witness whereof, the parties hereto cause these present to be signed by their duly authorized officers on the dates indicated below.

Suzanne Shaughnessy  
Suzanne Shaughnessy, Mayor  
City of Atlantic Beach, Florida

13 July 1998  
Date

Attest:

Maureen King  
Maureen King, City Clerk  
City of Atlantic Beach, Florida

July 13, 1998  
Date

George F. Vaughn, Jr.  
George F. Vaughn, Jr., Mayor  
City of Neptune Beach, Florida

July 8, 1998  
Date

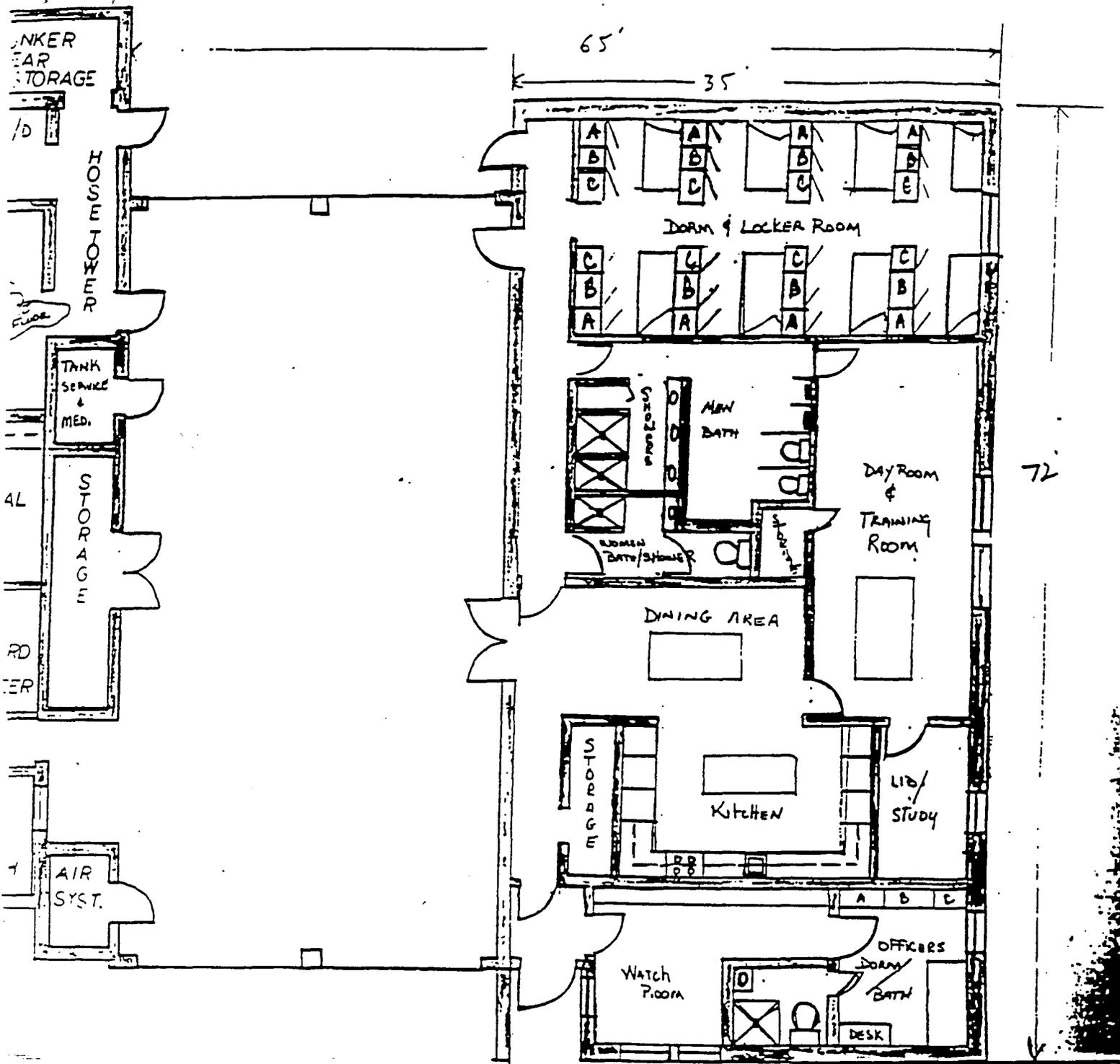
Attest:

Becky E. Hanks  
Becky Hanks, CMC/AEE, City Clerk  
City of Neptune Beach, Florida

July 8, 1998  
Date

Approved by Council while in regular session on July 6, 1998.





FIRE SECTION  
 550 SEMINOLE RD

SCALE	APPROVED BY:
DATE	



# FIRE AND RESCUE DEPARTMENT



February 9, 1999

To: Ray Alfred - Director/Fire Chief

From: R.L. Ellis - Supervisor/TSF *R.L.E.*

Re: Atlantic Beach Fire Station Inventory

The following is a list of items that will stay in the station.

	Item description	Make	Model #	Serial #
1.	Stove	Whirlpool	no #	no #
2.	Refrigerator	Frigidaire	MRT18DNEW0	BA62613405
3.	Refrigerator	Frigidaire	MRT18DNEW0	BA62600792
4.	Refrigerator	Whirlpool	ET22DMXSW01	S72621391
5.	Microwave	Panasonic	no #	no #
6.	Dishwasher	Whirlpool	DU800CWDB4	FF3312810
7.	Toaster	Proter/Silex	no #	no #
8.	Steamer	Sunbeam	no #	no #
9.	Blender	Sears	no #	no #
10.	Table w/6 chairs		no #	no #
11.	Television	Zenith	SR2768S	522-05260711
12.	VCR	Sharp	VC-7843U	388164
13.	Couch		no #	no #
14.	Recliners (6)		no #	no #
15.	Table (VCR)		no #	no #
16.	Chairs (6)		no #	no #
17.	Desk		no #	no #
18.	Book shelf		no #	no #
19.	A/C	Carrier	FA4ANF042	2296A09952
20.	Beds (9)		no #	no #
21.	Lockers (9)		no #	no #
22.	Television	RCA	FKR465W	421620170
23.	Washer	Amana	worn off	worn off
24.	Dryer	Amana	P1176705WW	S930803
25.	Air compressor	Ingersoll-Rand	BAP10TH1	30T690690
26.	Fill station	Ingersoll-Rand	60-400B	P63721
27.	File cabinets (4)		no #	no #
28.	Desk w/2 chairs		no #	no #
29.	Book case		no #	no #

**ATLANTIC BEACH FIRE/RESCUE EQUIPMENT LIST**  
**Engine 3**

<b>EQUIPMENT DESCRIPTION</b>	<b>QUANTITY</b>	<b>NOTES</b>
Reflective Vests	4	
Binoculars	1	
Mag Lites	2	
Spotlights	1	
CO Detector	1	
600 Series Polaroid Camera	1	
Master Tool Lockout Kit	1	
ATU Flashlights	2	
MSA Airpacks	5	
Spare Cylinders	4	
Igloo	1	
Flathead Shovel	1	
Spade Shovel	1	
Pike Poles (4ft., 5ft., 14ft.)	3	
5ft. Prybar	1	
Plasterhook 5ft.	1	
Flathead Axe	1	
Pickhead Axe	1	
5.0" to 4.0" Storz Connection	1	
6.0" Steamer Cap	1	
Hose Jacket	1	
Rubber Mallet	1	
Storz Wrench	4	
Hydrant Wrench	2	

Equipment Description	Quantity	Notes
6.0" to 5.0" Storz Intake Relief Valve	1	
Combination Spanners	2	
2.5" Gate Valve	1	
2.5" Double Male	5	
2.5" Double Female	4	
2.5" Cap	1	
Hydrant Bag	1	
Traffic Cones	7	
24" Pipe Wrench	1	
Stinger with base	1	
18' x 18' Salvage Cover	2	
Hose Drainer	1	
Roll Visqueen	1	
Hose Roller	1	
Tool Box with Misc. Tools	1	
C-10 High Pressure Air Chisel Kit	1	
Utility Box Caps	2	
5.0" Storz to 2.5" Female	1	
2.5" to 1.5" Reducer	3	
Deckgun Fog Nozzle	1	
30" Halligan Bar	1	
48" Halligan Bar	1	
Elkhart 2.5" Foam Nozzle	1	
Solid Stream Playpipes with 1.25", 1.125", 1.0" tips	2	

**Engine 3 - Continued**

Equipment Description	Quantity	Notes
TSM30F Elkhart Fog Nozzle	1	
Cellar Nozzle	1	
Portable Lamps	2	
K35L, K12, KPI17, KPI22, KPI32 Air Bags	5	
Bolt Cutters - Small	1	
Bolt Cutters - Large	1	
8lb. Sledge Hammer	1	
Stihl 044 Chain Saw	1	
Stihl TS360AVS K-12 Saw with spare blade	1	
2.5" to 1.5" Gated Wye	1	
Collapsible Spanner Wrench	2	
Crescent Wrench	1	
1.5" Cap	1	
High Rise Bag	1	
Honda EG2200X Generator	1	
3 Outlet - 25ft. Extension Cord.	1	
5.0" Hose Clamp	1	
Spanner Wrench	4	
Amkus Model B Hydraulic Pump	1	
Honda GX160 PPV Fan	1	
Wooden Step Chocks	2	
Rescue Rope and Bag	200ft.	
Jumper Cables	1	
Amkus Porta Power	1	
Hydraulic Hose	3	

Amkus Ram - Small	1	
Amkus Ram - Large	1	
Amkus Spreaders	1	
Amkus Cutters	1	
12' x 12' Canvas Tarp	1	
Gas Cans	2	
Extinguishers (PKP, CO2, Water, Foam)	4	
5 Gallon Indian Backpack Pump	1	
AFFF Foam (5gal.)	2	
Wool Blankets	2	
Plastic Emergency Blanket	1	
In-Line Foam Eductor	1	
Air Bag Hoses	3	
Air Bag Regulator	1	
Air Bag Distributor	1	
Laerdal Heartstart 3000QR	1	
MAST Trousers (Adult Size)	1	
Laerdal Portable Suction Unit	1	
Assorted Wooden Cribbing	assorted	
Fire Service Ladders (10ft., 14ft., 24ft.)	3	
1.75" Hose (Bumper, Crosslays, Highrise)	700ft.	
2.5" Hose	400ft.	
3.0" Rubber Jacket Hose	400ft.	
5.0" LDH Hose	1200ft.	
5.0" Storz to 4.5" Female Hydrant Connection	1	
2.5" DSM-30F Fog Nozzle	1	
1.75" SM-10 Fog Nozzle	1	

**ATLANTIC BEACH FIRE/RESCUE EQUIPMENT LIST**  
**Store Room**

EQUIPMENT DESCRIPTION	QUANTITY	NOTES
Snap-tite Hydroassist 5.0" Storz to 5.0" Storz and 4 - 2.5" Gated Valves	1	
2.5" Elkhart SM-30F Fog Nozzle	1	
Stihl 036 Chain Saw	1	
Sachs Dolmar 120 Super Chain Saw	1	
Akron Style 10 Spanner Wrench	10	
5.0" Storz Cap	2	
Stinger Base	1	
2.5" to 1.5" Gated Wye	1	
24" Halligan Bar	1	
Storz Spanner Wrench	3	
Hydrant Wrench	5	
2.5" Hose Clamps	1	
Pin Wrench	1	
TFT Booster Nozzle	1	
Hose Jacket	1	
Akron 1727 Fog Nozzle	1	
6.0" to 2.5" Gated Wye	3	
Playpipes	6	
5.0" Storz to 4.5" Female Coupling	1	
Utility Rope with Bag	6	@600ft.
6.0" to 5.0" Steamer Connection	1	
4.0" to 4.0" Steamer Connection	1	
2.5" Cap	1	
3.0" Cap	1	

ENGINE 3 - Continued

1.75" SM- Fog Nozzle	3	
2.5" Stream Straightener	1	
Solid Stream Tips (2.0", 1.75", 1.5", 1.38")	4	
3.0" to 5.0" Storz Discharge	1	
6.0" Steamer to 2.5" Gated Wye	1	
15ft. - 2.5" Pony Line	1	
10ft. - 5.0" Pony Line	1	



# POLICE AND FIRE PENSION FUND

THIRTY TWO HUNDRED EMERSON STREET

JACKSONVILLE, FLORIDA 32207-6822

"We Serve ... and We Protect"

Telephone: (904) 346-3863  
FAX (904) 346-3911

April 27, 1999

John Keane  
Administrator

Honorable John A. Delaney, Mayor  
City Hall at St. James Place, 4th Floor  
117 West Duval Street  
Jacksonville, FL 32202

Dear Mayor Delaney:

Enclosed are two new letters concerning the Atlantic Beach Fire Department merger.

- The April 26<sup>th</sup> letter from **Pension Board Consultants** referencing our letter to Mayor Delaney stating that there will be no actuarial impact upon the Police and Fire Pension Fund as authorized by Resolution 98-1006.
- The April 27<sup>th</sup> letter from David Jones, Chief of the Bureau of Local Retirement Systems as a follow up to Patricia Shoemaker's letter of April 13, 1999. Please note that the Division of Retirement...  
"has 'no problem' with the concept of the City of Jacksonville providing fire service to Atlantic Beach, and in so doing, receiving what was formerly Atlantic Beach's share of the state premium tax, providing that we can figure out a way to legally 'get there from here.' To this end, we will work with you, including going to the next session of the Legislature and seeking a legislative remedy, if necessary. This can be accomplished prior to the premium tax distribution for Calendar Year 1999 (which will occur during July, 2000), I am sure."

I recommend that we continue the process with Resolution 98-1006 and Ordinance 99-472. We will continue to work with you, your Staff, the City Council and the Legislative Delegation to enact any change required to ensure the future payment of the premium tax from Atlantic Beach.

Sincerely,

John Keane  
Administrator

Enclosures



POLICE AND FIRE PENSION FUND

THIRTY TWO HUNDRED EMERSON STREET

JACKSONVILLE, FLORIDA 32207-6822

"We Serve ... and We Protect"

Telephone: (904) 346-3863  
FAX (904) 346-3911

John Keane  
Administrator

April 26, 1999

Honorable E. Denise Lee  
Finance Committee Chair  
City Council Offices  
City Hall at St. James, 4th Floor  
117 West Duval Street  
Jacksonville, FL 32202

Dear Council Member Lee:

Enclosed are two new letters concerning the Atlantic Beach Fire Department merger.

- The April 26<sup>th</sup> letter from **Pension Board Consultants** referencing our letter to Mayor Delaney stating that there will be no actuarial impact upon the Police and Fire Pension Fund as authorized by Resolution 98-1006.
- The April 27<sup>th</sup> letter from David Jones, Chief of the Bureau of Local Retirement Systems as a follow up to Patricia Shoemaker's letter of April 13, 1999. Please note that the Division of Retirement...

"has 'no problem' with the concept of the City of Jacksonville providing fire service to Atlantic Beach, and in so doing, receiving what was formerly Atlantic Beach's share of the state premium tax, providing that we can figure out a way to legally 'get there from here.' To this end, we will work with you, including going to the next session of the Legislature and seeking a legislative remedy, if necessary. This can be accomplished prior to the premium tax distribution for Calendar Year 1999 (which will occur during July, 2000), I am sure."

I recommend that we continue the process with Resolution 98-1006 and Ordinance 99-472. We will continue to work with you, your Staff, the City Council and the Legislative Delegation to enact any change required to ensure the future payment of the premium tax from Atlantic Beach.

Sincerely,

John Keane  
Administrator

Enclosures

cc: Robert Johnson, Council Auditor  
Ronnie Fussell, Director of Governmental Affairs



# POLICE AND FIRE PENSION FUND

THIRTY TWO HUNDRED EMERSON STREET

JACKSONVILLE, FLORIDA 32207-6822

"We Serve ... and We Protect"

Telephone: (904) 346-3863  
FAX (904) 346-3911

John Keane  
Administrator

April 26, 1999

Honorable Mike Hogan  
Public Health & Safety Chair  
City Council Offices  
City Hall at St. James, 4th Floor  
117 West Duval Street  
Jacksonville, FL 32202

Dear Council Member Hogan:

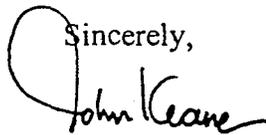
Enclosed are two new letters concerning the Atlantic Beach Fire Department merger.

- The April 26<sup>th</sup> letter from **Pension Board Consultants** referencing our letter to Mayor Delaney stating that there will be no actuarial impact upon the Police and Fire Pension Fund as authorized by Resolution 98-1006.
- The April 27<sup>th</sup> letter from David Jones, Chief of the Bureau of Local Retirement Systems as a follow up to Patricia Shoemaker's letter of April 13, 1999. Please note that the Division of Retirement...

"has 'no problem' with the concept of the City of Jacksonville providing fire service to Atlantic Beach, and in so doing, receiving what was formerly Atlantic Beach's share of the state premium tax, providing that we can figure out a way to legally 'get there from here.' To this end, we will work with you, including going to the next session of the Legislature and seeking a legislative remedy, if necessary. This can be accomplished prior to the premium tax distribution for Calendar Year 1999 (which will occur during July, 2000), I am sure."

I recommend that we continue the process with Resolution 98-1006 and Ordinance 99-472. We will continue to work with you, your Staff, the City Council and the Legislative Delegation to enact any change required to ensure the future payment of the premium tax from Atlantic Beach.

Sincerely,

  
John Keane  
Administrator

Enclosures

cc: Robert Johnson, Council Auditor  
Ronnie Fussell, Director of Governmental Affairs

PENSION BOARD CONSULTANTS, INC.  
CONSULTING, ACTUARIAL & ADMINISTRATIVE SERVICES

April 26, 1999

290 SOUTH MAIN STREET  
SUITE 100  
ALPHARETTA, GEORGIA 30004  
678 297-0390  
FAX: 678 297-0394

Mr. John Keane  
Administrator  
Jacksonville Police & Fire  
Pension Fund  
3200 Emerson Street  
Jacksonville, Florida 32207-6822

Dear John:

We reviewed the proposed ordinance attached to your letter of April 19, 1999 to Mayor John A. Delaney.

This will have no actuarial impact on the Jacksonville Police & Fire Pension Fund.

Best regards.

Cordially yours,



Jarmon Welch, A.S.A.  
President

Cc: Mrs. Kelly Shelton

LAWTON CHILES  
Governor



A.J. McMULLIAN III  
Director

State of Florida  
Division of Retirement

CEDARS EXECUTIVE CENTER • 2639 N MONROE ST BLDG C • TALLAHASSEE FL 32399-1560

April 27, 1999

John Keane, Administrator  
Jacksonville Police and Fire Pension Fund  
3200 Emerson Street  
Jacksonville, Florida 32207-3911

Dear John:

With reference to our telephone conversation earlier this afternoon relative to the subject of the City of Jacksonville providing fire service to the City of Atlantic Beach, the purpose of this letter is to confirm that the City of Atlantic Beach is entitled to receive its full premium tax distribution for Calendar Year 1998 from the Division of Retirement. Such premium tax distribution will be made during July, 1999.

Further, I indicated that the Division of Retirement has "no problem" with the concept of the City of Jacksonville providing fire service to Atlantic Beach, and in so doing, receiving what was formerly Atlantic Beach's share of the state premium tax, providing that we can figure out a way to legally "get there from here." To this end, we will work with you, including going to the next session of the Legislature and seeking a legislative remedy, if necessary. This can be accomplished prior to the premium tax distribution for Calendar Year 1999 (which will occur during July, 2000), I am sure.

I look forward to working with you on this issue.

Sincerely,

A handwritten signature in cursive script that reads "David".

David S. Jones, Chief  
Bureau of Local Retirement Systems

cc: Patricia Shoemaker, Police and Fire Pension Fund Administrator