

MEMORANDUM

August 8, 2014

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Joe Jenkins, Fire Chief

RE: FY'2014-2015 Fire Protection Agreement

SYNOPSIS: The Fire Protection Agreement allows the Lake Wales Fire Department to provide fire protection services to areas of Polk County outside of the Lake Wales City limits that are distant from available county fire protection for \$257,577.

RECOMMENDATION

The recommendation is for the City Commission to take the following action:

1. Approve the Fire Protection Agreement between Polk County and the City of Lake Wales to allow the Lake Wales Fire Department to provide fire protection services to areas of Polk County outside the Lake Wales City limits from October 1, 2014 through September 30, 2015 for \$257,577.
2. Authorize the City Manager to execute the Agreement on behalf of the City.

BACKGROUND

The Lake Wales Fire Department has been providing fire protection to property owners in areas outside of the City since 1976. The agreement is similar to the approved agreements of previous years, and the term is from October 1, 2014 through September 30, 2015. As part of the agreement, the City receives 50% of the fire assessment fees collected for all residential and commercial property within the contract area.

OTHER OPTIONS

Do not approve the agreement requiring Polk County to seek other options for protection.

FISCAL IMPACT

Approval of the agreement allows for a revenue amount of \$257,577 to the general fund.

ATTACHMENTS

2014-2015 Fire Protection Agreement
Outside Protection Area Map

James P. Freeman
County Manager

William D. Beasley
Deputy County Manager

Lea Ann Thomas
Assistant County Manager



330 West Church Street
Post Office Box 9005
Drawer CA01
Bartow, Florida 33831

Telephone (863) 534-6444
Fax (863) 534-7069

Board of County Commissioners

August 6, 2014

Mr. Ken Fields, City Manager
City of Lake Wales
P.O. Box 1320
Lake Wales, FL 33859-1320

Re: FY 14/15 Lake Wales Outside Fire Protection Agreement (OPA)

Dear Mr. Fields:

Based upon our recent conversations, this letter will serve as notice of the anticipated funds to be paid for the FY 14/15 Outside Fire Protection Agreement (October 1, 2014 thru September 30, 2015). Also, please consider this as a formal notice that effective October 1, 2015 Polk County Fire Rescue will assume all unincorporated area coverage responsibilities currently included in the Lake Wales OPA. Polk County will not seek an OPA with Lake Wales beginning October 1, 2015. The anticipated amount to be paid for the FY 14/15 OPA is \$257,577.00. Annexations which may have occurred prior to October 1, 2014 could slightly reduce that amount.

Attached are three (3) original Fire Protection Agreements for FY 14/15. Please return each original signed and executed at your earliest convenience. Once executed by the County Commission, a copy will be forwarded to your office.

Thanks in advance for your cooperation.

Sincerely,

Jim Freeman
County Manager

Enclosure(s): Three (3) Outside Protection Agreements

cc: William D. Beasley, Deputy County Manager
David Cash, Fire Rescue Chief
Diane Pannebaker, Administrative Supervisor

FIRE PROTECTION AGREEMENT

THIS AGREEMENT is made by and between POLK COUNTY, a political subdivision of the State of Florida (the “County”), and the City of Lake Wales, a municipal corporation of the State of Florida that is located within Polk County (the “City”).

WITNESSETH, that in consideration of the mutual covenants and the respective undertakings of the parties hereto, the sufficiency of which is hereby acknowledged, the County and the City agree as follows:

1. This Agreement is made pursuant to the provisions of Polk County Ordinance 92-11, as amended, Chapter 125, Florida Statutes, and other applicable law.
2. The term of this Agreement shall be from October 1, 2014 through September 30, 2015, unless sooner terminated as provided herein. Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party. Any notice or correspondence required under this Agreement shall be provided in writing to the designated party listed below.
3. All notices, correspondence, reports and other communications regarding this Agreement shall be submitted to the following contacts for each party:

POLK COUNTY: Fire Chief
 Polk County Fire Rescue Division
 P.O. Box 1458
 Bartow, Florida 33831

CITY: City Manager
 City of Lake Wales
 Post Office Box 1320
 Lake Wales, Florida 33850

4. During the term of this Agreement, the City shall provide fire protection in that area of the County described in Exhibit “A” attached hereto and incorporated herein by reference (the “Service Area”).
5. The City shall be responsible for fire/arson investigations in the Service Area by either conducting the investigation, maintaining a presence on the suspected site until such time that a State Arson Investigator arrives, or otherwise maintaining the investigative chain of

evidence.

6. The County shall provide to the City mutual aid fire response support as required, including specialized equipment, i.e., breathing air service, haz-mat support, mobile command/communications vehicles and aerial devices. In addition, the County will provide either move up or in station coverage when requested by the City.
7. The County shall pay to the City fifty percent of the amount assessed against property within the Service Area on the County's annual Fire Assessment roll during the term of this Agreement. The total annual amount is **\$257,577.00**. Said sum is to be paid in four equal installments each fiscal year by the last day of the quarter: i.e., December 31, March 31, June 30, and September 30. Funds provided to the City shall be used solely for the provision of fire services. To the greatest extent possible, the City shall commit a portion of the funds paid pursuant to this Agreement towards upgrading equipment and purchasing new capital equipment for the provision of fire services.
8. On or before June 15, the County shall certify to the City the estimated annual payment to the City pursuant to this Agreement for the next fiscal year. The City acknowledges and agrees that the amount certified to the City pursuant to this paragraph is only an estimate intended to assist the City in its budgetary planning process and that the actual amount to be paid to the City will not be finally determined until the County, through its Board of County Commissioners, adopts the final Fire Assessment Roll for the applicable fiscal year at a public hearing held sometime between June 1 and September 15. The City agrees that the County shall have full and absolute discretion in establishing the rate for the Fire Assessment and adopting the corresponding Assessment Roll for any fiscal year and that the estimate certified to the City pursuant to this paragraph shall not stop the County from adopting a rate for the Fire Assessment which may result in an annual payment to the City higher or lower than the estimate certified to the City.
9. All records of the City pertaining to the operation of fire protection services pursuant to this Agreement shall be open to the County and available for inspection at all reasonable times.
10. This Agreement supersedes any existing Fire Protection Agreement between the City and the County.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers on the dates indicated below.

ATTEST:
STACY M. BUTTERFIELD, Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
R. Todd Dantzler, Chairman

Date: _____

Date: _____

Approved as to form and legal sufficiency

By: _____
Polk County Attorney's Office

ATTEST:

, a Municipal Corporation

By: _____
City Clerk

By: _____
Title:

Approved as to form and legal sufficiency

Date: _____

By: _____
City Attorney

Exhibit A
FY 14/15 Outside Protection Area

Grid	Fire Assessment
0703	\$ 14,218
0704	\$ 34,747
0705	\$ 5,566
0706	\$ 25,498
0710	\$ 7,339
0711	\$ 40,754
9702	\$ 37,257
9704	\$ 27,328
9709	\$ 27,539
9710	\$ 26,131
9711	\$ 3,584
9714	\$ 42,817
9715	\$ 13,750
9716	\$ 21,525
9721	\$ 176
9722	\$ 76,019
9723	\$ 6,998
9727	\$ 176
9728	\$ 2,232
9729	\$ 2,024
9730	\$ 8
9731	\$ 2,776
9732	\$ 19,572
9734	\$ 55,698
9735	\$ 3,665
0601	\$ 8
9712	\$ 8
9708	\$ 8
9999	\$ 17,733
Grand Total	\$ 515,154
50% Rate	\$ 257,577

