

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

THIS AGREEMENT, entered in duplicate this, Day of \_\_\_\_\_, 2024, 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**, Atlantic Beach can benefit from the Advanced Life Support Fire and Rescue Services offered by Jacksonville Fire and Rescue Department; 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 to have such use of the Advanced Life Support Fire and Rescue Services available in the manner and under terms and conditions specified herein; and

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

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

**WHEREAS**, it is the intent of the Agreement to provide an effective, efficient means of delivering Advanced Life Support Fire and Rescue Services to Atlantic Beach residents and businesses.

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

**NOW, THEREFORE,**

**IN CONSIDERATION** of the mutual covenants here in 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 and Rescue Services to Atlantic Beach.
  - a) Beginning on the date that this Agreement is fully executed by both Atlantic Beach and Jacksonville, Jacksonville will continue to provide Atlantic Beach with 24-hour (around the clock) Advanced Life Support Fire and Rescue 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 comply with NFPA 1710 response standards in the provision of fire and rescue services provided to Atlantic Beach.
3. Jacksonville agrees to issue, provide, and maintain all equipment which it deems necessary for delivery of the Advanced Life Support and Fire and Rescue 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 and Rescue.
4. 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; 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 proceeds of said excise tax received from the State Comptroller's Office to the Fund upon receipt.
5. Jacksonville agrees to be responsible for all fire and rescue communications 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 Public Safety Answering Point (PSAP).
6. Jacksonville will maintain the Fire Facility, including the payment of all utility bills, telephones, equipment, furnishings, daily maintenance and repair, 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".
7. 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 14 hereof.
8. Jacksonville will provide the following auxiliary services for Atlantic Beach:
  - a) Blood pressure checks at the Fire Facility for the Community.
  - b) Annual fire hydrant testing of all fire hydrants in Atlantic Beach
  - c) Annual and occupational inspections of businesses.

- d) Plan review of new and remodeled businesses and buildings.
- e) Tours for school and community organizations.
- f) CPR training (including refreshers), hazardous materials and similar training for 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.

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

10. Jacksonville agrees to participate in the Atlantic Beach Safety Program.

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

12. 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 exterior maintenance and lawn care for the Fire Facility.
- c) Atlantic Beach will provide and maintain the emergency generator at the Fire Facility needed for fire necessities.
- d) Atlantic Beach will provide the City Manager and the Fire and Rescue Director as the point of contact and liaison for issues arising out of this contract.

The Fire and Rescue Director will be responsible for addressing other JFRD issues related to the day-to-day operation.

**13. Fees and Reimbursement:**

Atlantic Beach shall pay Jacksonville \$1,419,171.24, in quarterly payments, for the first year of this Agreement, beginning June 1, 2024, for all services provided by Jacksonville pursuant to the 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.

Payment of such amount shall be made by Atlantic Beach to Jacksonville no later than thirty (30) days after receipt of a billing invoice at quarterly intervals from Jacksonville.

**14. Indemnification.**

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 of omission of Jacksonville in the operation and maintenance of the services provided any facilities used under this Agreement. In no event shall Jacksonville be responsible for any negligent act committed by Atlantic Beach.

**15. 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.

**16. 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.

**17. Headings.**

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

**18. Waiver.**

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

**19. Default.**

If 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.

**20. 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 N. Julia St.  
Jacksonville, FL 32202  
Attention: Director/Fire Chief

**21. 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.

**22. 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.

**23. Effective date of Agreement.**

This Agreement shall become effective upon execution, but no later than June 1, 2024, as authorized by and through their respective authorized representatives, pursuant to such procedural requirements as are applicable to each of the respective parties.

**24. Term.**

The term of this Agreement shall be from its effective date of June 1, 2024, and continue for a period of 2 years unless terminated earlier by the parties. If either party should desire to terminate this contract prior to the expiration, such party may do so by providing a two-month notice to the other party. Such notice must be sent in writing to the City Manager of Atlantic Beach or the Mayor of Jacksonville and Director/Fire Chief.

**25. Governing Law.**

The Agreement shall be governed in all respects by the laws of the State of Florida.

**26. Negotiated Agreement.**

The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms and conditions contained in the 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 "Forti us Contra Referendum" shall not be applied to this Agreement or any interpretation thereof.

**27. 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**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Manager

**CITY OF JACKSONVILLE**

Attest \_\_\_\_\_

By: \_\_\_\_\_  
Mayor