



**GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS
Action Item Worksheet**

NEW BUSINESS

Agenda Item: III. C
Subject: Tablet Command Interlocal Agreement Amendment
Meeting Date: August 14, 2024
Prepared By: Chris Wolfe, Fire Chief

Background

At the January 10, 2023 BOFC meeting, the Board approved the Tablet Command Interlocal Agreement between all Fire Departments within the County. This has been a great system utilizing the closest unit response, which provides the closest-appropriate unit to be dispatched to a call for service. The Interlocal Agreement has been amended to include Collier County EMS.

Financial Impact

None

Recommendation

Approve the proposed amended Tablet Command agreement to include Collier County EMS and further enhance countywide operations.

Potential Motion

I move to approve the amended Tablet Command Interlocal Agreement as presented by Staff.

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR USE OF TABLET
COMMAND SOFTWARE BETWEEN NORTH COLLIER FIRE CONTROL AND
RESCUE DISTRICT, CITY OF MARCO ISLAND, CITY OF NAPLES, GREATER
NAPLES FIRE RESCUE DISTRICT, AND IMMOKALEE FIRE CONTROL DISTRICT**

This amendment to the Interlocal Agreement For Use Of Tablet Command Software Between North Collier Fire Control And Rescue District, City Of Marco Island, City Of Naples, Greater Naples Fire Rescue District, and Immokalee Fire Control District dated August 1st 2024 ("Amendment") is entered into by and between the NORTH COLLIER FIRE CONTROL AND RESCUE DISTRICT, an independent special district of the State of Florida created under Chapter 2015-191, Laws of Florida (the "District"), CITY OF MARCO ISLAND, a municipal corporation ("Marco Island"), CITY OF NAPLES, a municipal corporation ("Naples"), GREATER NAPLES FIRE RESCUE DISTRICT, an independent fire control and rescue district operating pursuant to Chapter 2014-240, Laws of Florida, as amended ("Greater Naples"), IMMOKALEE FIRE CONTROL DISTRICT, an independent fire control and rescue district operating pursuant to Chapter 2000-393, Laws of Florida, as amended ("Immokalee"), and the BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "County"), (Marco Island, Naples, Greater Naples, Immokalee, and County collectively, "Partnering Agencies" and each a "Partnering Agency") (all six collectively, the "Parties" and each a "Party").

WHEREAS, the District, Marco Island, Naples, Greater Naples, and Immokalee provide fire, emergency medical, and rescue response services; and

WHEREAS, the County provides emergency medical services; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other

localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the District has entered into a service agreement with Tablet Command, Inc. ("Company") (the service agreement and invoice collectively, the "Service Agreement"), whereby Company provides the District an application programming interface ("Software") for a shared incident command system and user licenses for use of the Software; and

WHEREAS, the Software is a shareable system, meaning additional licenses may be granted to allow other agencies to utilize the Software; and

WHEREAS, the District, Marco Island, Naples, Greater Naples, and Immokalee entered into the Interlocal Agreement For Use Of Tablet Command Software Between North Collier Fire Control And Rescue District, City Of Marco Island, City Of Naples, Greater Naples Fire Rescue District, and Immokalee Fire Control District dated August 1st 2024 ("Agreement"), which is attached as Exhibit A. to allow Marco Island, Naples, Greater Naples, and Immokalee to acquire licenses for the use of the Software under the District's Service Agreement and to be designated as "users"; and

WHEREAS, the County has expressed a desire to acquire licenses for the use of the Software under the District's Service Agreement and to be designated as a "user"; and

WHEREAS, the Parties recognize the value of operating a strong, sustainable, reliable, shared incident command management system and believe that a common or

shared incident command system will produce a more reliable and standardized operational picture; and

WHEREAS, the Parties believe it is mutually advantageous and in the interest of the public health, safety, and welfare of its citizens and visitors to allow the County to become a Party to the Agreement; and

WHEREAS, as the District, Marco Island, Naples, Greater Naples, and Immokalee have already paid the Initial Term fees and the Renewal Term begins July 1, 2024, the Parties agree that it is appropriate to have the County begin its participation on July 1, 2024; and

WHEREAS, Paragraph 23 of the Agreement provides that it may only be amended in writing and signed by the District, Marco Island, Naples, Greater Naples, and Immokalee.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

1. The recitals in the foregoing whereas clauses above are true and correct and are incorporated by reference in this Amendment.
2. The County shall be a "Partnering Agency" and "Party" and shall be collectively known with the District, Marco Island, Naples, Greater Naples, and Immokalee, as the "Partnering Agencies" and "Parties".
3. The second sentence of Paragraph 3 is deleted and replaced with the following:

The Agreement automatically renews on July 1, 2024, and then annually for four (4) additional one (1) year terms ("Renewal Term"). If there are no Partnering

Agencies due to their individual withdrawals in accordance with Section 11, this Agreement shall terminate upon the date of the last Partnering Agency's notice.

4. Paragraph 4 of the Agreement is deleted and replaced with the following:
 4. OPS Working Committee. The OPS Working Committee consists of one (1) member from each Party, with such member being that Party's chief position that oversees the operations of the entity or for the County, its EMS Division Chief or his or her designee. The OPS Working Committee will meet at least quarterly to discuss any changes requested by a Party. Global changes to the Software, including but not limited to templates, must be agreed to by at least fifty percent (50%) plus one (1) members. The number of members needed to approve a global change will be determined by using the current number of Parties to the Agreement, not those present at the meeting or a Party that has withdrawn from the Agreement in accordance with Paragraph 11. A desire to add a map(s), map layer(s), or pre-incident plan(s) to the Software by the District or a Partnering Agency does not need to be approved by the OPS Working Committee. The District will provide a representative that handles the Software to such meetings to ensure that the approved global changes are effectuated.
5. Paragraph 5.e. of the Agreement is amended to include the below new language following subparagraph "iv. Immokalee: five (5) user licenses.":
 - v. County: eight (8) user licenses.
6. Paragraph 8.b.ii is deleted and replaced with the following:

8. Payment.

b. Renewal Term.

ii. For each Renewal Term, each Partnering Agency shall be billed by the District:

a). an equal share of the Annual Fees based on the number of Parties on July 1 of that Renewal Term; and

b). the applicable User Fees based on the number of licenses provided to the Partnering Agency in accordance with Paragraph 5.e., or as subsequently amended.

No later than July 15 of a Renewal Term, the District shall bill the Annual Fees and the User Fees to the Partnering Agencies, who shall then remit payment to the District within fifteen (15) days of receipt.

7. Paragraph 10 is amended to include the below new language following the notice information for Naples:

To County: _____

Email: _____

With copy to: _____

8. Paragraph 14 is deleted and replaced with the following:

14. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of immunity limits of liability or sovereign immunity of either the District, Immokalee, Greater Naples, Marco Island, Naples, or County pursuant to Chapter 768, Florida Statutes, and any amendment thereto, or other statute or law. Nothing in this

Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This paragraph shall survive the termination or expiration of this Agreement.

9. Paragraph 16 is deleted and replaced with the following:

16. Dispute Resolution; Remedies; Attorney's Fees. Before the commencement of any legal proceedings, in the event that the Parties disagree regarding interpretation of this Agreement, or the fulfillment of obligations required hereunder, the Parties must meet, within thirty (30) days of written request by either Party (the "Initial Meeting"). The District's Fire Chief and the subject Partnering Agency's Fire Chief, the County Manager, or Partnering Agencies' Fire Chiefs and/or the County Manager, whichever is applicable, be in attendance at the Initial Meeting. Should the dispute not be resolved within thirty (30) days of the Initial Meeting, the Chair of the District's Board of Fire Commissioners and the Chair of the subject Partnering Agency's or Partnering Agencies' governing board, whichever is applicable, shall meet within thirty (30) days in an effort to resolve the dispute (the "Secondary Meeting"). If the dispute is still not resolved within thirty (30) days of the Secondary Meeting, the Parties shall initiate the conflict resolution procedure provided in Chapter 164, Florida Statutes. Should the dispute still not be resolved within thirty (30) days of the dispute resolution procedure provided in Chapter 164, Florida Statutes, the Parties may then pursue any other legal remedies. This Agreement may be enforced in any manner authorized by law and does not preclude any Party from seeking judicial or administrative

remedies for violation of the terms and conditions of this Agreement. Each Party shall bear its own costs and attorney's fees related to this matter.

- 10. All other terms and conditions of the Agreement will remain in effect.
- 11. All provisions not in conflict with this Amendment are still in effect and are to be performed as specified in the Agreement.
- 12. This Amendment is hereby made a part of the Agreement.
- 13. The Parties may execute this Amendment in counterparts.
- 14. Upon execution, this Amendment shall be filed by the District with the Clerk of the Circuit Court of Collier County, Florida, in accordance with the requirements of Section 163.01(11), Florida Statutes.
- 15. This Amendment shall take effect on July 1, 2024.

Executed this 25 day of JULY, 2024.



Witness

**NORTH COLLIER FIRE CONTROL AND
RESCUE DISTRICT**



Christopher Lombardo
Chair

Executed this _____ day of _____, 2024.

CITY OF MARCO ISLAND

Witness

Chair

Executed this ____ day of _____, 2024.

CITY OF NAPLES

Witness

Chair

Executed this ____ day of _____, 2024.

GREATER NAPLES FIRE RESCUE DISTRICT

Witness

Chair

Executed this ____ day of _____, 2024.

IMMOKALEE FIRE CONTROL DISTRICT

Witness

Chair

Executed this ____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS OF
COLLIER COUNTY, FLORIDA**

Witness

Chair