

INTERLOCAL AGREEMENT

BETWEEN

THE TOWN OF INDIAN RIVER SHORES

AND INDIAN RIVER COUNTY EMERGENCY SERVICES DISTRICT

FOR AUTOMATIC AND MUTUAL AID

THIS INTERLOCAL AGREEMENT (the "Agreement") by and between the TOWN OF INDIAN RIVER SHORES, acting through its Fire and Rescue Department (hereinafter "TOWN") and INDIAN RIVER COUNTY EMERGENCY SERVICES DISTRICT, a dependent special district (hereinafter "COUNTY"), for the provision of automatic aid and mutual aid in certain emergency situations is entered into this _____ day of _____, 2021.

WHEREAS, Section 163.01, Florida Statutes, authorizes the joint exercise through interlocal agreement by two or more public agencies of any power, privilege or authority common to them and which each might exercise separately; and

WHEREAS, the boundaries of the parties are adjacent to and abut each other; and

WHEREAS, the parties hereto wish to coordinate the joint and mutual use of fire and emergency medical facilities and equipment in the event of emergencies; and

WHEREAS, the parties wish to enter into this Agreement for the provision of automatic aid and mutual aid; and

WHEREAS, the parties recognize the mutual benefits that may be afforded by implementing this Agreement for automatic and mutual aid; now therefore

IN CONSIDERATION of the Recitals above and for other good and valuable consideration, the legal sufficiency of which is admitted by the parties, the parties agree as follows:

1. Recitals. The recitals set forth herein are accurate, correct and true and incorporated herein by this reference.
2. Definitions. As used in this agreement the words defined immediately below shall have the meaning stated next to same. Words imparting the singular number include the plural number and vice versa, and the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.
 - (a) "Aiding Fire Rescue Department" means the fire rescue department providing Automatic or Mutual Aid to the Alarm Fire Rescue Department.
 - (b) "Alarm Fire Rescue Department" means the fire rescue department in whose jurisdiction the emergency occurs.
 - (c) "Automatic Aid" means the automatic response of a fire rescue engine company on a first alarm assignment of a fire rescue emergency in a designated response area.

- (d) "Mutual Aid" means a request for assistance and response by another jurisdiction for apparatus, equipment and/or personnel. Mutual Aid provides for the shared use of resources to properly manage large or multiple incidents. The requested responding units will be specified and a decision made by the Aiding Fire Rescue Department if resources are available to respond.

3. Purpose and Intent.

- (a) The purpose and intent of this Agreement is to enhance the existing life and property saving services provided to the residents of TOWN and COUNTY through the provision by both parties of fire suppression, rescue, hazardous material containment, emergency medical and other similar emergency services.
- (b) This Agreement is not intended, and shall not be construed, to deprive a party in any way of its jurisdictional powers, nor is it the intent of the parties to combine their individual and separate agencies into a single agency or district to provide the services contemplated by this Agreement.

4. Dispatch and Communications.

(a) Automatic Aid

(i) Automatic Aid will be requested for all of the following reports of:

- a. Fire or explosions in a building or structure.
- b. Vehicle fires in garages, carports or enclosed structures.
- c. Collapsed buildings and other confined-space emergencies.
- d. Motor vehicle accidents involving extrication and/or victim entrapment.

(b) Mutual Aid can be requested whenever the incident is beyond the capabilities of the on-duty resources and is requested by Incident Command or Shift Commander.

(i) Except as set forth in subsection (a) above, incidents for which Mutual Aid can be requested include:

- a. Motor vehicle accidents
- b. Medical emergencies
- c. Persons trapped
- d. Large scale evacuations
- e. Hazardous materials or special technical operations

(ii) The Aiding Fire Rescue Department's Shift Commander will assess its resources and determine its ability to aid the Alarm Fire Rescue Department.

(iii) The Aiding Fire Rescue Department will respond by radio to the dispatchers of both jurisdictions

5. Automatic/Mutual Aid Operations.

(a) Each party will develop and review operational guidelines within affected response areas and units prior to commencement of this Agreement.

(b) Pursuant to the alarm-assignment-dispatch guidelines for Automatic Aid, each party will respond with the closest available single engine unit and personnel to the Alarm Fire Rescue Department's structural fire or other emergency situation.

(c) The Incident Commander on scene will be responsible for and assume full charge of the operation in the Alarm Fire Rescue Department's jurisdiction. The first fire unit that arrives at the incident will establish an incident command system and manage the incident until relieved by an officer of the Alarm Fire Rescue Department or until the time at which the Incident Commander determines that the incident no longer requires the assistance of the Aiding Fire Rescue Department. In all cases, the Aiding Fire Rescue Department shall send appropriate response units to the incident unless none are available due to unforeseen circumstances.

(d) Automatic or Mutual Aid structural fire fighting apparatus shall be staffed with a minimum 3 State of Florida-compliant certified fire fighters.

(e) Each party shall provide the other party with current maps of the response areas and joint operating guidelines.

(f) All apparatus responding pursuant to this Agreement will be fully serviceable and meet the standards detailed in NFP A 1901.

(g) Each party shall have the responsibility to coordinate alarm assignments to ensure the company distribution of the Aiding Fire Rescue Department under this Agreement remains reasonable to meet any additional requests for service.

(h) This Agreement is intended to cover day-to-day Automatic or Mutual Aid operations only, but may be considered to be in effect during natural or manmade disasters upon the mutual agreement of the parties.

(j) This Agreement does not relieve either party from the necessity and obligation to provide adequate emergency medical service, structural fire suppression or other emergency response capability within its own jurisdiction.

(k) Each party agrees that it shall, for the purposes of medical calls, respond with a minimum of 1 state- certified Paramedic and 1 state-certified Emergency Medical Technicians (EMT) and use reasonable diligence to keep emergency medical equipment in its possession as required by the State of Florida Department of Health for cities and counties of comparable size during the period this Agreement is in effect.

(l) It is understood and agreed that no obligation exists to provide Automatic or Mutual Aid if doing so may seriously jeopardize the Aiding Fire Rescue Department's fire protection or emergency medical service status.

6. Indemnification and Liability. Each party acknowledges and accepts its responsibility under section 768.28, Florida Statutes, for damages caused by the acts of its employees acting within the scope of their employment in the performance of this Agreement. TOWN shall not be liable for any injury, damage or loss suffered by COUNTY which is not caused by the negligence or intentional acts of the TOWN or its employees, and the COUNTY shall not be liable for any injury, damage or loss suffered by TOWN which is not caused by the negligence or intentional acts of the COUNTY or its employees. The liability of either party shall be only to limits set forth in section 768.28, Florida Statutes.

7. Compensation for Services.

(a) Neither party to this Agreement shall be required to pay compensation to the other party for services rendered hereunder so long as the total number of apparatus responses shared between the two jurisdictions remains acceptable to the respective parties.

(b) In the event a party finds the number of requested apparatus responses unacceptable, such party shall inform the other party in writing of its concerns and the parties shall meet within ten (10) days of receipt of the written notice to discuss the issue and seek a remedy for its resolution.

8. Effective Dates and Termination.

(a) This Agreement shall be effective on the 1st day of October, 2021, through and until 11:59 p.m., on the last day of September 30, 2022 and will automatically renew on an annual basis.

(b) Notwithstanding any contrary provision of this Agreement, either party shall have the absolute right to terminate this Agreement at any time by providing at least thirty (30) days' written notice of such termination to the other party.

9. Training.

(a) Both parties shall participate in semi-annual joint training exercises with responding units.

(b) The Fire Chief of each party shall seek opportunities to share training with the other party with the goal of achieving better cooperation and operational effectiveness.

10. Amendments.

This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement. The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, or if either party to this Agreement determines that the number of responses rendered to the other party is unacceptable.

11. Severability of Invalid Provision.

If any one or more of the agreements, provisions, covenants, conditions and terms of this Agreement shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining agreements, provisions, covenants, conditions and terms of the Agreement and shall in no way affect the validity of any of the other provisions hereof.

12. Precedence of Statewide Mutual Aid Agreement.

This Agreement shall not take precedence over the State of Florida's Statewide Mutual Aid Agreement, a purpose of which is to provide aid and assistance in the event of major or catastrophic disaster.

13. Notice.

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

If to TOWN:

Town Manager

6001 N. State Road A1A

Indian River Shores, FL 32963

If to COUNTY:

County Administrator

1801 27th Street

Vero Beach, FL. 32960-3365

14. Public Records.

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Interlocal Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), as well as other applicable State and/or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

15. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in Indian

River County or for matters filed in federal court in the Ft. Pierce Division of the Southern District of Florida.

16. Entire Agreement. This Agreement contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or bind any respective party hereto. This Agreement shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

17. Authority to Execute. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

TOWN OF INDIAN RIVER SHORES
6001 N. State Road A1A
Indian River Shores, FL 32963

INDIAN RIVER COUNTY, FLORIDA

By: _____
Jim Harpring, Town Manager

By: _____
Joseph E. Flescher, Chairman
Board of County Commissioners

ATTEST:

Approved by BCC _____

Laura Aldrich, Town Clerk

Attest:
Jeffrey R. Smith, Clerk of Circuit Court
and Comptroller

By: _____
Deputy Clerk

Approved as to Form and Legal Sufficiency

Approved as to Form and Legal Sufficiency

Peter Sweeney
Town Attorney

Dylan Reingold
County Attorney

Jason E. Brown,
County Administrator