



**INTERLOCAL AGREEMENT
FOR
FIRE AND/OR RESCUE SERVICE MUTUAL AID
WITHIN VOLUSIA COUNTY, FLORIDA**

THIS AGREEMENT made and entered by and between the undersigned parties on the last date signed by a party to be effective for the term stated in Section 19:

WITNESSETH:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, was promulgated to permit local government 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

WHEREAS, each party to this Agreement is a Public Agency, as defined under the Florida Interlocal Cooperation Act, and

WHEREAS, any Public Agency of this state may exercise jointly with any other Public Agency of this state any power, privilege, or authority which such agencies share in common and which they might exercise separately, and

WHEREAS, all the parties to this Agreement have and maintain fire departments with fire, rescue, and emergency medical service personnel, and equipment: and

WHEREAS, the parties to this Agreement have determined, in order to most efficiently utilize their separate powers, and at the same time provide for the health, safety, and welfare of the citizens of Volusia County, to engage in a cooperative effort in the form of an Interlocal Agreement for the purpose of providing mutual aid in time of an emergency.

NOW THEREFORE, it is agreed by and between the parties hereto that each of the parties agree to assist the others under the following stipulations, provisions and conditions.

1. **Definitions**

- a. Requesting Party – a Public Agency in whose jurisdiction a fire, rescue and/or other emergency occurs and is of such character or magnitude that it cannot be adequately handled by that Public Agency’s equipment and/or personnel.
- b. Aiding Party – a Public Agency requested to furnish fire, rescue or other equipment, and/or personnel to a Requesting Party or another Aiding Party.
- c. Public Agency - a political subdivision, agency, or officer of this state or of any state of the United States, including, but not limited to, state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, metropolitan or consolidated government, an independently elected county officer, any agency of the United States

Government, a federally recognized Native American tribe, and any similar entity of any other state of the United States.

- d. Public Safety Agency - a functional division of a public agency which provides firefighting, medical, or other emergency services.

2. **Intent**

The intent of this Interlocal Agreement is to provide mutual assistance in case of a fire, rescue, medical, or other emergency in order to bring the emergency under control in a timely manner or to provide back-up response in the Requesting Party's jurisdiction or providing assistance in a Requesting Party's jurisdiction.

3. **Official Request**

Assistance shall be rendered by any party to this Agreement upon request of the Fire Chief, or the duly authorized representative of the Requesting Party. Except as provided in paragraph 6, requests shall be initiated through the Aiding Party's dispatch center for any emergency situation.

4. **Apparatus, Equipment, Personnel**

The number of pieces of equipment dispatched and the number and classifications of personnel to staff such equipment shall be at the discretion of the Aiding Party.

5. **Justification for Mutual Aid**

This Agreement is not intended to represent an automatic aid agreement therefore, prior to requesting aid from another Public Agency which is a party to this Agreement, a Requesting Party must exhaust all the Requesting Party's appropriate resources within the Requesting Party's jurisdiction except that the County of Volusia must exhaust only those appropriate resources within the region in which the emergency is occurring, as identified by color and number on Attachment – "A".

6. **Prior Commitment of Equipment**

It is understood and agreed that the expectation for assistance is limited to the ability of the Aiding Party's Public Safety Agency to provide such assistance and to provide adequate protection to its own service area including those service areas in other jurisdictions required by other contracts/agreements.

7. **Justified Failure to Respond**

If the Aiding Party's Public Safety Agency is involved in an emergency operation at the time of receiving a request, the Aiding Party may refuse to respond or response may be delayed until such time as the Aiding Party determines it can

respond. The need for such delay, or inability to respond shall be communicated to the Requesting Party's Public Safety Agency.

8. **Priority for Simultaneous Calls**

a. Preparing to Respond or Responding.

If the Aiding Party's jurisdiction is stricken by an emergency situation while the Aiding Party's Public Safety Agency is preparing to respond or is responding under this Agreement, the Aiding Party's Public Safety Agency may recall its equipment and/or personnel as may be needed. The original Aiding Party must communicate the response change to the Requesting Party as set by protocols of the respective fire chiefs.

b. On Scene.

If the Aiding Party's jurisdiction is stricken with an emergency situation subsequent to the Aiding Party's Public Safety Agency arrival on scene of an emergency in a Requesting Party's jurisdiction and the Aiding Party's Public Safety Agency has received an assignment and/or is engaged in emergency operations the Aiding Party's Public Safety Agency shall remain on scene and continue emergency operations unless or until released by the Requesting Party's Public Safety Agency incident commander. The Aiding Party shall obtain mutual aid from other jurisdictions if needed to deal with the Aiding Party's new emergency situation. The Requesting Party will release the Aiding Party's resources as soon as it is safe to do so or when additional resources are available to assume their assignments.

9. **Aiding Party Release**

If an Aiding Party's Public Safety Agency is the primary responding agency to an incident, the Requesting Party's Public Safety Agency shall assume control of the incident if there is an available qualified resource to assume control. The Aiding Party's Public Safety Agency may return to its jurisdiction once the emergency has been mitigated and/or adequate/appropriate resources from the Requesting Party have arrived on-scene.

10. **Employee Insurance and Equipment Liability**

Each employing Public Agency shall be responsible for the compensation, insurance benefits, including workers compensation benefits, pension benefits, collective bargaining relationship, training, discipline and any other employment status or right for its respective employees. Each employing Public Agency shall remain responsible for all duty assignments, work and vacation scheduling, discipline of employees and all other similarly related personnel matters for its respective employees.

The Public Agency owning equipment lost or damaged while performing services pursuant to this Agreement shall bear the risk of loss or damage to said equipment.

11. **Jurisdictional Employee Liability**

All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any Public Agency when performing their respective functions within the jurisdictional limits of their respective public agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

12. **Mutual Aid Review Panel/Dispute Resolution**

If any party to this Agreement believes that a Public Agency is providing or requesting aid that appears to be outside the intent of this Agreement, those concerns shall be addressed in the following manner:

a. The concerned party shall express those issues in writing to each party the concerning party believes is operating outside the intent of this Agreement. The President of the VCFCA shall be copied. A written response shall be provided to the party that expressed concerns within fourteen (14) calendar days from receipt of the letter. The President of the VCFCA shall be copied. The respective parties shall meet and attempt to resolve the issue(s). If resolution is reached, the President of the VCFCA shall be notified.

b. In the event the issue is not resolved to the satisfaction of each party through the process described in 12(a), the matter may be referred to the President of the VCFCA, in writing by the party that has an unresolved concern. That party may request that the President of the VCFCA appoint a panel of three (3) uninvolved members of the VCFCA that will meet to review the concerns. That panel shall submit their findings and recommendation(s), in writing to the President of the VCFCA who shall inform the involved parties of the findings and recommendation(s).

c. In the event that any party to the dispute disagrees with the recommendation, the matter shall then be referred to the respective city and/or county managers for possible resolution. The respective managers shall ensure that any resolution is provided in writing with a copy sent to the President of the VCFCA. In the event the respective managers are unable to resolve the dispute within thirty (30) calendar days, then their respective positions/reasons shall be stated in writing and exchanged between the involved parties. A copy of each shall be provided to the President of the VCFCA.

d. The President of the VCFCA shall appoint a committee to develop amended language to the Agreement that is intended to clarify and resolve any disputes of a similar nature in the future. The amended Agreement shall then be submitted to the elected body of each party to the Agreement for approval/rejection. This process will be repeated, if necessary, until a

resolution acceptable to all parties to the Agreement is obtained or until a majority of the parties to the Agreement agree that all reasonable attempts for a resolution have been exhausted. If resolution acceptable to all parties to the Agreement cannot be obtained and a majority of the parties to the Agreement agree all reasonable attempts for a resolution have been exhausted, the President of the VCFCA shall notify each party to the Agreement in writing. The party or parties that are still in dispute may elect to continue to be a party to the Agreement or exercise their rights to terminate their participation in the Agreement, as each deems appropriate or take such other action as may be available legally to that party.

13. **Authority; General Responsibilities**

The Requesting Party's qualified designated employee who is in charge of the emergency situation shall adhere to the federally recognized National Incident Management System (NIMS) and shall coordinate and direct Aiding Parties until such time as the emergency is under control.

14. **Authority Control of Fire, Rescue, Emergency or Disaster**

The Requesting Party shall be responsible to replace any Aiding Party's resources which request to be relieved or replaced if the incident will exceed four (4) hours in duration.

15. **Back-up/Standby Duty Plan**

The Volusia County Fire Chiefs' Association shall promulgate a plan acceptable to all parties for coordinating back-up or standby duty under this Agreement.

16. **Indemnification/Hold Harmless**

Each party agrees that it will be responsible for its own acts or omissions and the results thereof as a result of the undertakings that the party has agreed to perform under this Agreement. Each party further agrees that it will indemnify and/or defend any other party, at the other party's option, for any injury to persons or damage to property resulting in any manner from a negligent act or omission of the indemnifying party which arises from the undertakings that the indemnifying party has agreed to perform under this Agreement.

17. **Duration of Obligation of Indemnity**

The obligations of indemnity provided by the parties hereto under the terms of this Agreement shall commence on the effective date of this Agreement and shall terminate upon the date which is four (4) years after the earlier to occur of (a) expiration of the Agreement; or (b) for each respective party, the termination of this Agreement by that party as provided herein prior to the expiration date unless a claim is pending which has arisen under this Agreement. In the event a claim is pending,

then such obligation to indemnify shall survive until the claim has been fully resolved and all payments have been made and releases of claim executed.

18. **Sovereign Immunity**

Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of any party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

19. **Effective Date and Term**

This Agreement shall become effective when filed with the Clerk of the Circuit Court of Volusia County, Florida. This Agreement shall remain in effect for five (5) years from the date of such filing and may be extended for additional terms of five (5) years upon written approval of the parties.

20. **Amendments**

This Agreement may be amended by mutual written agreement of all of the parties. Any amendments to this Agreement shall be effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

21. **Termination**

Any party to this Agreement may terminate their participation in the Agreement by providing the other Parties with at least thirty (30) days written notice of the intent to terminate the Agreement.

22. **Binding Agreement**

This Agreement shall inure to the benefit of and be binding upon each respective party's successor.

23. **Invalid or Unenforceable Provisions**

If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

24. **Entire Agreement**

This Agreement contains the entire agreement and understanding between the parties. There are no other understandings, terms, or conditions and no party to this Agreement has relied upon any representation, express or implied, not contained in this Agreement. All amendments to this Agreement must be in writing and executed by all parties. All prior understandings, terms or conditions are deemed to be merged in this Agreement.

IN WITNESS WHEREOF, the parties cause these presents to be signed by their duly authorized officers on the above-mentioned date.

Attachment "A"
Fire Response Regions

