

TREASURE COAST FIRE CHIEFS ASSOCIATION  
INTERLOCAL AGREEMENT  
TO PROVIDE MUTUAL AID FOR  
FIRE PROTECTION AND EMERGENCY RESCUE SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and among City of Stuart Fire Rescue; Florida Forest Service; Indian River County Emergency Services District; Indian River Shores Public Safety; Indian River State College; Martin County Fire Rescue; Okeechobee County Fire Rescue; and St. Lucie County Fire District (hereinafter referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the respective Parties hereto each has certain emergency services equipment and personnel; and

WHEREAS, Section 163.01, Florida Statutes, provides that local governmental units may cooperate by agreement to provide necessary and essential public services; and

WHEREAS, each of the Parties hereto recognizes the possibility that, in emergencies, said emergency services equipment and personnel, as is individually maintained by each of the Parties, may not be adequate to afford full and complete protection to and in the area of operation of each Party, the inhabitants thereof, and their respective properties; and

WHEREAS, it is mutually desired by the Parties hereto that in the event of such emergencies, the firefighting equipment, rescue equipment and personnel of each of them should be made available to the other.

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

1. In the event any party hereto requires additional firefighting, rescue, or emergency assistance and protection, above and beyond that which said Party can furnish in its own behalf from its own resources, and as determined by the Chief or other officer in charge of said Party, then and in the event upon the call of said Chief or other officer in charge to the Chief or other officer in charge of the Party hereto, said other Party shall respond by sending emergency services personnel and equipment for assistance in emergencies.
2. The nature and extent of assistance furnished by any Party to the other shall be determined on the basis of the prevailing needs for emergency services in the area of the said assisting Party. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the assisting Party receiving the request for assistance should immediately inform the requesting Party if, for any reason, assistance cannot be rendered.

3. The personnel, equipment and resources of the assisting Party shall remain under operational control of the requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the assisting Party. Representatives of the requesting Party shall provide on-scene assignments to the supervisory personnel of the assisting Party.
4. The emergency services officers and personnel of the emergency services departments of all Parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.
5. The technical heads of the emergency service departments of the Parties to this Agreement are authorized and may meet and draft any detailed plans and procedures of operation necessary to effectively implement this Agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory Parties.
6. None of the Parties hereto shall be indebted to the other Parties for services rendered, except for those Parties that have entered into a separate mutual aid agreement, in which case that mutual aid agreement supersedes this Agreement and controls the mutual aid between those Parties.
7. To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.
8. Each Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.
9. Both the requesting Party and the assisting Party shall be responsible for payment of any amount paid or due as benefits to its own respective employees under the terms of the Florida Workers' Compensation Act due to employees at injury or death occurring while such employees are engaged in rendering aid under this Agreement.
10. The terms of this Agreement shall extend indefinitely; provided, however, that any Party hereto may terminate its participation under this Agreement at any time, and for whatever reason, by serving upon the other Parties hereto a ninety (90) day prior written notice to that effect.
11. In the event that two or more Parties to this Agreement have entered into another mutual aid agreement, the Parties agree that this Agreement does not supersede or replace any other mutual aid agreement. To the extent that any of the terms of this Agreement are inconsistent with another such mutual aid agreement, the terms of the other mutual aid agreement control.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement, upon the terms and conditions above stated, effective on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

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CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

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HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

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SARAH W. WOODS, COUNTY ATTORNEY