

**INTERLOCAL AGREEMENT  
FOR AUTOMATIC AID  
BETWEEN MARTIN COUNTY AND ST. LUCIE COUNTY FIRE DISTRICT**

**THIS INTERLOCAL AGREEMENT FOR AUTOMATIC AID** (the "Agreement") is made and entered into on \_\_\_\_\_, by and between MARTIN COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "Martin County") by and through its Board of County Commissioners and ST. LUCIE COUNTY FIRE DISTRICT (hereinafter "St. Lucie").

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on the basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, each of the parties to this Agreement presently maintains a fire-rescue department with fire rescue equipment, fire fighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

**WHEREAS**, it is deemed mutually advantageous to enter into this Agreement providing for automatic aid in times of emergency where the need created may be too great for either party to deal with unassisted or where the closest unit response is agreeable and in the public interest; and

**WHEREAS**, Martin County and St. Lucie desire to enter into this Agreement as a means to further enhance the fire-rescue services that they currently provide within their respective jurisdictions.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein and the benefits following from each to the other, St. Lucie and Martin County do hereby agree as follows:

**ARTICLE I: AUTOMATIC AID**

**Section 1. Request for Assistance/Aid.** St. Lucie and Martin County agree to provide emergency automatic aid to each other for Structure Fire Suppression within the terms and conditions set forth by this Agreement. The assistance/aid provided for by this Agreement shall extend to areas served by the parties within their respective counties. Emergency automatic aid will be given when properly

requested unless the party from whom assistance is requested determines in accordance with Section 4 of this Article that it is unable to respond. The party requesting assistance and/or aid shall provide the following information at the time the request is made:

- A. The general nature, type and location of the emergency; and
- B. The type and quantity of equipment and/or personnel needed; and
- C. The name and rank of the person making the request.

All requests shall be directed through each respective County's emergency communications center. The following officials of the participating parties are authorized to request assistance and aid under this Agreement: the respective Fire Chiefs, Assistant or Deputy Fire Chiefs, or Incident Commanders.

**Section 2. Command Authority.** In the event of an emergency which requires additional assistance, the Fire Chief of the jurisdiction in which the incident is located, or in his absence, the Assistant or Deputy Fire Chief or the Incident Commander, will direct the activities at the scene where the emergency exists, but personnel responding to the call will remain under the command of their own officers at all times. Each party shall retain control over its personnel and the rendition of services, standards of performance, discipline of officers and employees, and other matters incidental to the performance of services. Each party authorizes its Fire Chief or designee to meet with the other party's Fire Chief or designee and develop automatic aid/closest unit response plans and procedures, including but not limited to details regarding areas to be serviced and type and/or level of response, when the Fire Chiefs have determined that improved response times or other forms of efficiency within their respective jurisdictions and/or service areas may be achieved. Such automatic aid/closest unit response plans and procedures may be set forth in a Letter(s) of Understanding between the Fire Chiefs. The St. Lucie Administrator or designee (Fire Rescue Chief) and the Martin County Administrator or designee (Fire Rescue Chief) are hereby authorized to enter into and amend said Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures.

**Section 3. Remuneration.** All costs associated with providing mutual assistance and

automatic aid services under this Agreement shall be the responsibility of the agency rendering assistance/aid. Neither agency shall seek reimbursement of cost associated with rendering mutual assistance and/or automatic aid services from the other agency.

The parties further agree that the agency rendering assistance/aid may request reimbursement for any expenditure of goods or services directly from the persons, parties, or company involved in, causing, or responsible for, the incident at the sole discretion of the agency rendering aid or assistance. If the agency rendering assistance/aid for emergency medical services provides transport service, then that transporting agency may request reimbursement for the transport service from the patient to the extent permitted by law. The agency rendering service will handle billing, insurance claims and collection in accordance with their policies and procedures and any applicable laws and regulations, including the latest Federal Medicare guidelines if applicable.

If the rendering agency invoices the responsible party for the incident for reimbursement of the goods and services provided, a copy of such invoice shall be forwarded to the requesting agency as a matter of courtesy, provided however that the parties shall not provide copies of transport fee invoices to the other party or otherwise use or disclose Protected Health Information ("PHI") or Electronic Protected Health Information ("e-PHI") except as permitted by the Health Insurance Portability and Accountability Act, as amended, and the regulations promulgated thereunder (collectively "HIPAA"), and any other applicable laws and regulations, all as may be amended from time to time.

**Section 4. Ability to Respond.** Each party may refuse to respond to a request for assistance/aid in the event it does not have the required equipment or manpower available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction or personnel. Notwithstanding anything herein that may be construed to the contrary, the parties understand and agree that it is not the intention of the parties to subsidize the normal day-to-day operations or shortages in staffing or equipment of the other party and that the mutual assistance/automatic aid provided hereunder is intended to be mutual in nature.

**Section 5. Scope of Services.** The scope of services that are included in this provision that can be

equally provided by either jurisdiction, include but are not limited to: Fire Suppression, Rescue, Advanced Life Support Treatment, Advanced Life Support Ground Transportation, Hazardous Materials Response, and Technical Rescue.

Services provided by either party shall be governed by all applicable laws, rules and regulations, as they may be amended from time to time. Notwithstanding anything herein to the contrary, should any of the services contemplated by this Agreement require a COPCN, then the obligation to provide said services, and the effectiveness of any Letter of Understanding relating to said services, shall be contingent upon the parties obtaining and maintaining any and all such required COPCNs, and both parties agree to take all necessary actions to obtain and maintain such.

**Section 6. ISO Training.** As part of automatic aid between the parties under this Agreement, each party shall endeavor to provide the other party with at least three hours of training opportunities, for at least one engine company, per quarter that meet ISO requirements for automatic aid training. The provision of training opportunities under this paragraph shall not be mandatory; however, training opportunities that are provided from one party to another are intended to be mutual and reciprocated by the other party with training opportunities that provide a substantially similar amount of training that meets ISO automatic aid training criteria. In the mutual interest of promoting ISO training, each party agrees that it shall not require or request from the other party's on-duty personnel any type of release, indemnification or assumption of risk agreement, acknowledgment or other statement, relating to the ISO training provided under this paragraph, provided that such employee is identified and scheduled by the employing party to attend the training on-duty as a part of his or her official duties with said employing party.

## **ARTICLE II: GENERAL CONTRACT TERMS**

**Section 1. Preambles.** The facts set forth in the preambles to this Agreement are true and correct and are hereby reaffirmed by the parties.

**Section 2. Representative and Contract Monitor.** The St. Lucie representative and contract monitor during the performance of this Agreement shall be the Chief of Operations, whose telephone number is (772) 621-3400. The Martin County representative and contract monitor during the performance of this Agreement shall be the District Chief, whose telephone number is 772-288-5710.

**Section 3. Employee Functions.** No employee of either party to this Agreement shall perform any function, or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

**Section 4. Employee Claims, Benefits, Etc.** No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, during the performance of services hereunder.

**Section 5. No Assumption of Liability.** Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of any other party. Further, nothing herein shall be construed as a waiver of sovereign immunity.

**Section 6. Liability for Injury.** All the privileges and immunities from liability, exemptions from law, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of the officers or employees of either party when performing their respective functions, within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially. Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the party employing such personnel, and owning or possessing such equipment.

**Section 7. Sovereign Immunity.** Each party shall be liable for its own actions and negligence and, to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**Section 8. Effective Date and Term.** This Agreement shall take effect retroactively March 1<sup>st</sup> 2025 , and continue for a term of ten years, unless sooner terminated as provided herein.

**Section 9. Notice of Termination.** Either party to this Agreement may, upon ninety (90)

days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

**Section 10. Assignment of Rights.** Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other party.

**Section 11. Modification and Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

**Section 12. Entirety of Agreement.** This Agreement represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

**Section 13. Nondiscrimination.** Each party represents and warrants that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information.

**Section 14. Annual Appropriations.** Each party's performance and obligation under this Agreement is contingent upon annual budgetary appropriations by its respective governing body for the purposes hereunder.

**Section 15. Remedies.** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in St. Lucie County, Florida or Martin County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 16. No Third Party Beneficiary.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens or employees of St. Lucie or Martin County.

**Section 17. Records.** Each party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least three (3) years. Each party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

**Section 18. Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**Section 19. Notice of Suits.** Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the services provided by the other party. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

**Section 20. Notices.** All written notices required under this Agreement shall be sent by certified mail, return receipt requested to the following:

St. Lucie County Fire District, Fire Chief, 5160 NW Milner Drive, Port St. Lucie, FL 34983

Martin County, Martin County Fire Rescue Fire Rescue Chief, 800 Southeast Monterey Road, Stuart, FL 34994

Each party may change its address upon notice to the other party.

**Section 21. Captions.** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**Section 22. Filing.** A copy of this Agreement shall be filed with the Clerks of the Circuit Court in and for Martin County and St. Lucie County.

**Section 23. Delegation of Duty.** This Agreement is an Interlocal Agreement for the provision of services, as authorized by Section 163.01, Florida Statutes, and shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

**Section 24. HIPAA Compliance.** All parties acknowledge and agree that their respective fire-

rescue departments are covered entities under HIPAA, as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA, then the parties shall promptly amend such provision as necessary to comply with HIPAA. Should the parties fail to promptly do so, then either party may terminate this Agreement upon written notice to the other, without any recourse, penalty, or damages of any type against the terminating party arising from such termination.

**Section 25. Severability.** In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 26. Survivability.** Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**Section 27. Conflict Resolution.** Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

**Section 28. Employment Eligibility.** Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**IN WITNESS WHEREOF**, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

ATTEST:

SAINT LUCIE COUNTY FIRE DISTRICT

By: 

By: 



