

Letter of Understanding for
Interlocal Agreement for Fire Suppression and Emergency Medical Services

Martin County and the City of Stuart entered into an Interlocal Agreement for Fire Suppression and Emergency Medical Services (ILA) on _____ to provide automatic and mutual aid assistance within Martin County, and its contracted areas, and the City of Stuart, and its contracted areas.

Dispatching

Martin County provides the 911 Communications Center (Dispatch) for both Martin County Fire Rescue (MCFR) and City of Stuart Fire Rescue (SFR). Dispatch's Computer Assisted Dispatch (CAD) system utilizes Emergency Medical and Emergency Fire Dispatching for call prioritization, classification, unit assignments and prearrival instructions for 911 calls. Martin County will continue to use a recognized system for classifying calls and assigning units. Both parties agree to maintain department-specific response criteria (CAD determinants) for the system's call types, allowing Dispatch to properly select which units are needed for their respective jurisdictions. The response criteria will be updated as needed to keep the CAD current. Prior to any changes to a department's response criteria (CAD determinants), 14 days written notice of the proposed change must be provided to the Fire Chief of the other department, during which time billing will be based on the determinant existing prior to the notice.

Jurisdictions

The Primary Response Areas for MCFR and SFR for the provision of Fire Suppression and Emergency Medical Services are designated in the Primary Response Jurisdictions Map, attached as Exhibit 1. Periodically, based upon historical response time data and changes in resources, the Primary Response Jurisdiction shall be reviewed and modified as needed. It is the desire of both parties to have the Primary Response Jurisdiction be reflective of the geopolitical boundaries (jurisdiction) and contracted boundaries of each entity. Roadway jurisdiction is determined by having annexation on both sides of the roadway before it becomes the jurisdiction of the municipality.

Special Operations/Hazmat and Aeromedical transport services are provided by MCFR throughout the County, including municipalities within its boundaries.

For the purposes of fire investigations and inspections, the geopolitical boundaries are to be observed for purposes of law enforcement actions and authority having jurisdiction (AHJ) responsibilities.

Fees & Billing

The parties mutually agree to the Fee Schedule attached as Exhibit 2. The parties agree that each department will invoice the other department quarterly for automatic and mutual aid rendered under this Agreement in accordance with the Fee Schedule. The parties will reconcile the responses and invoice based on either the daily CAD reports and printout for each incident or

fire incident reporting (NFIRS), which must be attached to each invoice. Invoices must be submitted within 15 days of the end of each quarter based on a calendar year. Within 15 days of receipt, the Fire Chiefs shall reconcile the invoices and mutually determine the net amount due based upon the invoices and the Department responsible for payment shall have forty-five (45) days after receipt to remit payment.

This Letter of Understanding is agreed upon by the parties through their duly authorized representatives this ____ day of _____, 2021.

CITY OF STUART

MARTIN COUNTY, FLORIDA

By: _____
David Dyess
City Manager

By: _____
Taryn Kryzda
County Administrator

Vincent Felicione
Fire Chief
City of Stuart Fire Rescue

Chad Michael Cianciulli
Fire Chief
Martin County Fire Rescue

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