

**INTERLOCAL AGREEMENT FOR FIRE SUPPRESSION
AND EMERGENCY MEDICAL SERVICES**

This Interlocal Agreement entered into this ____ day of _____, 2021, is made between Martin County, a political subdivision of the State of Florida ("County"), and the City of Stuart, a municipal corporation of the State of Florida ("City"), for Fire Suppression and Emergency Medical Services.

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 powers by enabling them to cooperate with other localities on a 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, pursuant to the Florida Interlocal Cooperation Act of 1969, the County and the City have the power and authority to enter into an interlocal agreement for the purposes of delineating policies, procedures, and actions with respect to Fire Suppression and Emergency Medical Services; and

WHEREAS, the City and the County each provide Fire Suppression and Emergency Medical Services within their respective jurisdictional boundaries; and

WHEREAS, the County provides the 911 Communications Center for Fire Suppression and Emergency Services for the City's Fire Rescue Department; and

WHEREAS, both parties recognize the fiscal and health/safety value of providing mutual and automatic aid and cooperation to their respective jurisdictions; and

WHEREAS, the parties agree that continuation of automatic aid and mutual aid for Fire Suppression and Emergency Medical Services is beneficial to both parties and ensures the safety of the public is paramount; and

WHEREAS, Special Operations, Dispatch, Haz-Mat, and Aeromedical transport services are provided throughout Martin County by Martin County Fire Rescue, including municipalities within its boundaries; and

WHEREAS, the parties agree that working together to provide a geographic distribution of calls and responding units based upon the municipal boundaries is beneficial for both entities providing for the overall public safety of our community.

NOW, THEREFORE, the parties agree as follows:

1. **TERMS OF AGREEMENT**: The County and the City agree to provide Mutual Aid Response and Automatic Aid Response as defined in paragraph 2 of this Agreement for all Fire Suppression and Emergency Services within each party's jurisdictional boundaries including any future additional land and/or parcel annexation by the City. The parties will

provide these services according to the agreed upon response guidelines, fee schedule and dispatch protocols as more particularly described in paragraph 3 of this Agreement. The County and the City acknowledge that the City currently provides Fire Suppression and Emergency Medical Services to the Town of Sewall's Point ("Town") through an Interlocal Agreement. Such Interlocal Agreement recognizes that the County may provide services to the Town on behalf of the City. Provision of services by the County to the Town shall be governed solely by this Agreement.

2. **DEFINITIONS:**

A. Mutual Aid Response – Providing emergency response aid to another jurisdiction when requested.

B. Automatic Aid Response – Providing automatic emergency response to another jurisdiction when needed as determined by the dispatch protocols.

3. **SCOPE OF SERVICES:** The parties agree to provide Fire Suppression and Emergency Medical Services within each other's jurisdictional boundaries, through Mutual Aid Response and Automatic Aid Response. 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 herein is intended to be mutual in nature.

A. The parties have developed response guidelines, including dispatch protocols, response jurisdictions, a fee schedule, billing procedures and service details, for their respective jurisdictions and coverage areas in a Letter of Understanding ("LOU"), attached as Exhibit A. This LOU shall be agreed to and executed by each party's authorized representative and Fire Rescue Fire Chief. The LOU shall be reviewed annually and modified in writing as needed by both departments in collaboration with the County Administrator and the City Manager. The terms of this ILA shall supersede any conflicting language or terms in the LOU.

B. Martin County dispatch center will dispatch Stuart Fire Rescue to all calls within the City's Primary Response Jurisdiction as identified more particularly on the map contained in the LOU. If Stuart Fire Rescue units are unavailable for a response within their Primary Response Jurisdiction, Martin County will dispatch the closest appropriate unit(s) based on actual location data provided by Fire Dispatch Automatic Vehicle Location (AVL/GPS) in accordance with County dispatch protocols based upon the City of Stuart's determinants and notify the on-duty Stuart Fire Rescue Battalion Chief.

C. Martin County dispatch center will dispatch Martin County Fire Rescue to all calls within the County's Primary Response Jurisdiction as identified more particularly on the map contained in the LOU. If Martin County Fire Rescue units are unavailable for a response within their Primary Response Jurisdiction, Martin County will dispatch the closest appropriate unit(s) based on actual location data provided by Fire Dispatch Automatic Vehicle Location (AVL/GPS) in accordance with

County dispatch protocols based upon Martin County's determinants and notify the on-duty Martin County Fire Rescue Battalion Chief.

D. If Stuart Fire Rescue requests the response of Martin County Fire Rescue units to be a part of a response or Martin County Fire Rescue requests the response of the Stuart Fire Rescue units to be a part of a response, then if available, the dispatch center will send the appropriate units to fulfill the request.

E. Notwithstanding any of the terms in paragraphs A through D above, for every Echo call, Martin County dispatch center will dispatch the closest appropriate unit(s) based on data provided by Fire Dispatch Automatic Vehicle Location (AVL/GPS) regardless of Primary Response Area jurisdiction.

4. **FEES**: The Fire Rescue Departments, in collaboration with the County Administrator and the City Manager, will mutually agree to a Fee Schedule for all automatic aid and mutual aid rendered pursuant to this Agreement. If required by local law, the Fee Schedule, and any subsequent amendments, will be presented to the respective Board of Commissioners for approval within thirty days. The County Fire Chief and the City Fire Chief will meet and review the Fee Schedule and actual call data annually to ensure accuracy of the fees, dispatching of calls and the dispatch reporting system. If an inequality is discovered, the parties will work to resolve the issue and/or revise the Fee Schedule.

For billing discrepancies or protests, the Fire Chiefs have the authority to waive or reduce a fee. The County Administrator and City Manager have the authority to waive or reduce fees for discrepancies or protests that the Fire Chiefs are unable to resolve.

5. **ISO TRAINING**: As part of the 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.

6. **COMMAND STRUCTURE**: In all cases, the jurisdiction providing aid will participate in a unified command structure to support the tactical and strategic plans for the incident. When sharing resources, command and accountability are the responsibility of the jurisdiction in charge of the scene. Any officers, agents and employees of Martin County shall be subject to the control of the Martin County Administrator or designee, whether they perform the respective functions within or outside the unincorporated areas of Martin County, pursuant to the provisions of this Interlocal Agreement. Any officers, agents and employees of

the City of Stuart shall be subject to the control of the City Manager or designee whether they perform the respective functions within or outside the boundaries of the City of Stuart, pursuant to the provisions of this Interlocal Agreement.

7. **TERM AND RENEWAL**: This Agreement shall be in full effect as of 12:01 a.m. local time, on the first day of the month following the approval and full execution of this Agreement. This Agreement shall run in perpetuity until cancelled by either party after having given a minimum ninety (90) days' notice. Any notice to cancel shall be in writing between the County Administrator and City Manager.

8. **EMS TRUST FUND AWARD GRANT**: The County agrees to include the City of Stuart as an EMS provider when determining distribution of the annual EMS Trust Fund County Award Grant. Distribution shall be proportionately allocated based on the number of Countywide EMS emergency calls handled by the City of Stuart in the preceding calendar year as compared to the total countywide calls.

9. **DEFAULT AND OPPORTUNITY TO CURE**: If either party is in default of any of its material obligations under the Agreement, the non-defaulting party shall provide written notice of default to the party in default and afford such party a period of ninety (90) days to cure such default. If the defaulting party is in default beyond the expiration of the applicable cure period stated, then the other party shall have the option to terminate this Agreement upon ten (10) days' written notice.

10. **ASSIGNMENT OF RIGHTS**: The parties agree that neither party may assign, delegate, or otherwise transfer its rights and obligations as set forth in the Agreement without the prior written consent of the other.

11. **RECORDS RETENTION**: The County and the City shall maintain records associated with the Agreement, including, but not limited to, all accounts, financial and technical records, research or reports in accordance with Florida law. The parties shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement. Failure to comply shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, either party shall give notice as is practicable to the other that such disclosure is required. If either party asserts any exemptions to disclosure pursuant to Florida's public record laws, that party has the burden of establishing and defending the exemption.

12. **AMENDMENTS**: The terms of the Agreement may only be amended, supplemented, waived, or changed in a written document signed by the authorized representative of the parties and filed in the Official Records of the Martin County Clerk of Court.

13. **FORCE MAJEURE**: Except as otherwise provided in the Agreement, neither party shall be deemed in default or in breach of the Agreement to the extent it shall be unable to perform due to an event of *Force Majeure*. For the purpose of the Agreement, *Force Majeure* shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment, rule,

order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of either party which was not avoidable in the exercise of reasonable care and foresight.

14. **FILING**: This Interlocal Agreement shall be filed in the Official Records of the Martin County Clerk of the Circuit Court.

15. **NOTICE**: All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the County:
County Administrator
Martin County
2401 SE Monterey Road
Stuart, FL 34996

With a Copy to:
Martin County Attorney
2401 SE Monterey Road
Stuart, FL 34996

As to the City:
City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

With a Copy to:
City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

16. **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 this Agreement shall be held in Martin County, Florida. No provision of this Agreement is intended to, and shall not be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

17. **CONFLICT RESOLUTION**: Disputes under this Agreement may be resolved by the County's Authorized Representatives and the City's Authorized Representatives. Notwithstanding the provisions of Chapter 164, Florida Statutes, the parties agree that if such Authorized Representatives are unable to reach a resolution, the parties shall first select a mutually acceptable mediator to conduct a mediation of the issues involved. The parties agree to be responsible for the mediator's fees and costs in equal amounts.

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

19. **CAPTIONS**: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

20. **SEVERABILITY**: In the event that any section, paragraph, sentence, clause, or provision of this Agreement 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.

21. **APPROPRIATIONS:** Each party's performance and obligations under this Agreement are contingent upon annual budgetary appropriations by its respective governing body. This Agreement does not obligate future appropriations for the obligations created herein.

22. **ENTIRETY OF AGREEMENT:** This Agreement represents the entire understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

23. **E-VERIFY:** 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 parties, through their duly authorized representatives, have executed this Agreement on the date first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

ATTEST:

CITY OF STUART, FLORIDA

MARY KINDEL, CITY CLERK

EULA CLARK, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

MIKE MORTELL, CITY ATTORNEY

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