

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

This Interlocal Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, is made between the 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 Medical 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**, the parties agree that working together to provide an equitable distribution of calls is beneficial for both entities in work load balance and 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 municipal 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 and dispatch protocol 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 protocol.

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. Such Mutual Aid Response and Automatic Aid Response shall be provided in accordance with the existing Treasure Coast Fire Departments Interlocal Agreement to provide Mutual Aid for Fire Protection and Emergency Rescue Services dated March 28, 1996 incorporated herein as Exhibit A.

A. Martin County dispatch center will dispatch Stuart Fire Rescue to all calls within the City's Primary Response Areas as identified more particularly on the map contained in Exhibit B. If Stuart Fire Rescue units are unavailable for a response within their Primary Response Area, 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 and notify the on-duty Stuart Fire Rescue Battalion Chief.

B. Martin County dispatch center will dispatch the closest SFR or MCFR unit(s) available to all calls within the County's Primary Response Areas based on actual location data provided by AVL/GPS in accordance with County dispatch protocols.

C. 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.

D. The parties have developed response guidelines, including dispatch protocol and detail service, for their respective jurisdictions and coverage areas utilizing a Letter of Understanding ("LOU"), attached as Exhibit B. This LOU shall be agreed to and executed by each party's authorized representative and Fire Rescue Department Director. The LOU shall be reviewed annually and modified in writing as needed by both parties.

E. The parties reserve the right to amend, at any time, the Primary Response Areas to allow the respective fire rescue department to respond to calls within their jurisdiction (i.e. at any time the County can choose to be primary to Snug Harbor because that area is in the county's jurisdiction and at any time the City can choose to be primary to any area within the corporate city limits). In order to change the map to comply with this section, the City Manager or County Administrator shall notify the other in writing of the intent to change the map. Within seven (7) calendar days, the dispatch center shall change the map and provide written communication to the City Manager and County Administrator the change occurred.

4. **FEES:** Both parties agree to provide automatic and mutual aid within each party's municipal boundaries without a charge to the other party. Both the County and the City Fire Chiefs will meet and review actual call data at least twice annually to ensure an equitable number of call responses into the other's jurisdiction still exists. If an inequality is discovered, the parties will work to redistribute the calls to restore the equitable call distribution for the next evaluation period.

5. **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.

6. **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.

7. **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 Aware 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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

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

14. **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

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 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.

16. **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.

17. **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.

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

19. **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.

20. **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.

**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

\_\_\_\_\_  
EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
KRISTAA A. STOREY,  
ACTING COUNTY ATTORNEY

ATTEST:

CITY OF STUART, FLORIDA

\_\_\_\_\_  
MARY KINDEL, CITY CLERK

\_\_\_\_\_  
REBECCA S. BRUNER, MAYOR

APPROVED AS TO FORM AND  
CORRECTNESS:

\_\_\_\_\_  
MIKE MORTELL, CITY ATTORNEY

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