



## Office of the Chief MEMORANDUM

**DATE:** March 20, 2014

**TO:** Board of Fire Commissioners

**FROM:** Brian Gorski, Fire Chief <sup>BG</sup>

**RE:** **Interlocal Agreement – Automatic Aid Agreement between Sarasota County and the Southern Manatee Fire Rescue District for Fire and Emergency Medical Services**

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**RECOMMENDED MOTION(S) OR ACTION(S):**

To approve an Interlocal Agreement – Automatic Aid Agreement between the Southern Manatee Fire Rescue District and Sarasota County for Fire and Emergency Medical Services.

**REPORT:**

University Parkway is the border line for both Manatee County and Sarasota County. Both sides of the University Parkway corridor are densely populated by both residential and commercial properties with plans in both counties to develop this area even more.

Currently Fire Station #3 (7611 Prospect Road) and Fire Station #5 (7304 Honore Avenue) provides Fire and EMS services to the Manatee County side of University Parkway and Sarasota County Fire Station #6 (4100 North Lockwood Ridge Road) and Fire Station #17 (298 North Cattleman Road – University Town Center Mall) provide these services to the south side of University Parkway. The distance between our Fire Stations and Sarasota County Fire Stations is less than 5 miles.

The main purpose of an automatic aid agreement is to provide Fire and Emergency Medical Services by the closet units automatically regardless of the district or county lines. When an emergency occurs, the goal is to get the closet unit there to begin fire suppression activities and/or life-saving procedures.

Our Attorney (Maggie Mooney-Portale) did review and approve this agreement.

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**INTERLOCAL AGREEMENT**

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**MANATEE COUNTY, FLORIDA**

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**MUTUAL AID / AUTOMATIC AID AGREEMENT BETWEEN SARASOTA  
COUNTY AND THE SOUTHERN MANATEE FIRE RESCUE DISTRICT  
FOR FIRE AND EMERGENCY MEDICAL SERVICES**

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**ADOPTED: March 20, 2014**

**INTERLOCAL AGREEMENT BETWEEN SARASOTA COUNTY AND THE  
SOUTHERN MANATEE FIRE RESCUE DISTRICT FOR FIRE AND  
EMERGENCY MEDICAL SERVICES**

**THIS INTERLOCAL AGREEMENT**, hereinafter "Agreement" is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Sarasota County, a political subdivision of the State of Florida, and Southern Manatee Fire Rescue District, a independent special district of the State of Florida.

**WITNESSETH**

**WHEREAS**, the parties believe it is mutually advantageous and in the interest of the public health, safety and welfare of its citizens to enter into a mutual aid agreement in instances where fire and medical emergencies occur and additional equipment and/or manpower is needed to bring the emergency under control or to aid in the rescue of persons; and

**WHEREAS**, the parties also believe it is mutually advantageous and in the interest of the public health, safety and welfare of its citizens for the parties to specifically provide for automatic responses to Emergency 9-1-1 calls within certain areas of Sarasota County and Southern Manatee Fire Rescue District boundaries; and

**WHEREAS**, the parties desire to define their respective responsibilities and liabilities in the event of a request for mutual and/or an automatic response from one of the parties hereto; and

**WHEREAS**, Chapter 163, and Section 191.006(13), Florida Statutes permits governmental units to enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantages.

**NOW THEREFORE**, in consideration of the mutual terms, conditions and promises hereafter set forth, Sarasota County and Southern Manatee Fire Rescue District agree as follows:

**1. DEFINITIONS**

- a. The terms "requesting party" or "requesting agency" as used in this Agreement shall mean the party requesting Mutual Aid in accordance with the terms of Paragraph 1, hereof, or the party within whose jurisdiction a fire or medical emergency occurs which requires an automatic response in accordance with the terms of Paragraph 2 hereof, whichever the context and situation indicate. The terms "responding party" or "responding agency" shall mean the party providing Mutual Aid in accordance with the terms of Paragraph 1 hereof, or the party responding to an Automatic

Response located in the other party's jurisdiction in accordance with the terms of Paragraph 2 hereof, which the context and situation indicate.

- b. The term "Mutual Aid" as used in this Agreement shall mean the assistance between Sarasota County and the Southern Manatee Fire Rescue District when fire and medical emergencies occur that require additional manpower and/or equipment.

## **2. MUTUAL AID REQUESTS**

In the event that a fire or medical emergency occurs or exists within the territorial boundaries of either Sarasota County or the Southern Manatee Fire Rescue District, and a party to this Agreement requests additional equipment and/or personnel to be provided by the other party to this Agreement in order to bring the fire or medical emergency under control, or to aid in the treatment or rescue of any person, it shall be done in accordance to the "Four County and Municipal Uniform Interlocal Agreement for Fire Protection, Emergency Medical Services (EMS), and Specialized Services", Contract No. 98-177, effective date March 10, 1998, and as may be amended from time-to-time.

## **3. AUTOMATIC RESPONSE**

In the event that a call for fire or emergency medical services is received by the Sarasota County Consolidated Communication Center from either the Sarasota County or the Manatee County Emergency Communication Center, said call shall be deemed an Automatic Response, and the following provisions shall apply:

- a. The Fire Chief of Sarasota County and the Fire Chief of the Southern Manatee Fire Rescue District, or their designees, shall determine the operational procedures to be employed by the parties in the implementation of an Automatic Response Request and shall instruct the Sarasota County Consolidated Communication Center and the Manatee County Emergency Communication Center on the operational procedures for the routing of Automatic Response calls to the requesting party. The Computer Aided Dispatch (C.A.D.) system shall reflect the areas in which automatic aid shall be rendered or received by either party.
- b. The responding party shall respond with appropriate personnel and equipment consistent with that party's Standard Operating Procedures, regardless of whether the site of the fire or medical emergency lies outside the territorial borders of the responding party's jurisdiction.

#### **4. RESPONSIBILITIES OF THE PARTIES**

a. It shall not be deemed to be a violation of this Agreement if the responding agency is unable to provide either Mutual Aid or an Automatic Response due to emergency or other extenuating circumstances. The determination of emergency or extenuating circumstances shall be in the sole discretion of the Fire Chief of the responding agency or his/her designee. If the responding agency is unable to render Mutual Aid or Automatic Response, the C.A.D. shall promptly dispatch the next closest unit(s) to the emergency.

b. A responding agency under this Agreement shall bear the cost of any loss or damages to its own equipment and shall be solely responsible for any expenses incurred in the operation and maintenance of its equipment. The terms of this paragraph shall not be construed to prevent a responding agency from recovering those costs permissible under the law from any third party.

c. Neither party is an agent, representative or partner of the other. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation of liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

d. Each party shall be solely responsible for the compensation of its own employees at all times during this Agreement, including any amounts paid or due for compensation for personal injury or death which occurs while said employees are rendering Mutual Aid or answering an Automatic Response pursuant to this Agreement.

#### **5. GOVERNING LAW**

The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this Agreement, the venue for such litigation shall be in Sarasota County, Florida.

#### **6. NOTICE**

In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or required to provide such notice shall provide it in writing, send it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to SARASOTA COUNTY

Mike Tobias, Fire Chief  
1660 Ringling Blvd.  
Sarasota, Fl. 34236

If to SOUTHERN MANATEE  
FIRE RESCUE DISTRICT

Brian Gorski, Fire Chief  
P.O. Box 20216  
Bradenton, Fl. 34204

## **7. LIABILITY**

- a. Neither party nor its employees shall have a claim against the other party arising from any Mutual Aid or Automatic Response provided pursuant to this Agreement.
- b. SARASOTA COUNTY, as a political subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions. Nothing contained herein shall be construed to be a waiver by SARASOTA COUNTY or any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provisions of law. Nothing contained herein shall be construed to be a consent by SARASOTA COUNTY to be sued by third parties in any matter arising out this or any other agreement.
- c. SOUTHERN MANATEE FIRE RESCUE DISTRICT, as a political subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions. Nothing contained herein shall be construed to be a waiver by SOUTHERN MANATEE FIRE RESCUE DISTRICT or any protections under sovereign immunity Section 768.28 Florida Statutes, or any other similar provisions of law. Nothing contained herein shall be construed to be a consent by SOUTHERN MANATEE FIRE RESCUE DISTRICT to be sued by third parties in any matter arising out of this or any other agreement.

## **8. EFFECTIVE DATE**

This Agreement shall commence upon the date of the last signatory hereto and shall be renewed annually for one-year terms unless terminated by either party, without cause and without penalty, upon ninety (90) days written notice to the other party.

## **9. SEVERABILITY**

Should any section, sentence or clause of this Agreement be deemed unlawful by a court of competent jurisdiction, no other provision hereon shall be affected and all other provisions of this Agreement shall continue in full force and effect to the extent permitted by law.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year above written.

**BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA:**

\_\_\_\_\_  
Commission Chair

**ATTEST:**  
KAREN E. RUSHING, Clerk of the  
Circuit Court and Ex-Officio Clerk of the  
Board of County Commissioners of  
Sarasota County, Florida

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date signed

Approved as to form and correctness:

\_\_\_\_\_  
County Attorney

**SOUTHERN MANATEE FIRE RESCUE DISTRICT**

\_\_\_\_\_  
Commission Chair

**ATTEST:**  
\_\_\_\_\_  
Secretary for SMFR

\_\_\_\_\_  
Date signed