



## Office of the Chief MEMORANDUM

**DATE:** October 16, 2014

**TO:** Board of Fire Commissioners

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

**RE:** **Interlocal Agreement – Interlocal Agreement between West Manatee Fire Rescue District 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 between the West Manatee Fire Rescue District and the Southern Manatee Fire Rescue District for Fire and Emergency Medical Services.

**REPORT:**

For years the Fire Agencies within Manatee County have always assisted each other through mutual aid or automatic aid, however there was never any formal written agreement between these agencies. This assistance was established through a response matrix (run cards) at the Emergency Communication Center (ECC).

At this time West Manatee Fire Rescue District is actively pursuing accreditation. As part of this process, it is recommended that they have formal written agreements with the assisting agencies. The Insurance Service Office (ISO) also requires written formal agreements in order to receive full credit.

The main purpose of this interlocal agreement is to take the existing mutual aid between our agencies and formalize it with a written agreement.

The attorneys for both West Manatee and Southern Manatee did review this agreement for legal content and have approved it.

Cc: Interlocal Agreement – West Manatee

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**INTERLOCAL AGREEMENT**

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**MANATEE COUNTY, FLORIDA**

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

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**ADOPTED: October 16, 2014**

**INTERLOCAL AGREEMENT BETWEEN THE WEST MANATEE FIRE AND RESCUE DISTRICT AND SOUTHERN MANATEE FIRE AND RESCUE DISTRICT FOR FIRE AND EMERGENCY MEDICAL SERVICES.**

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement" is made and entered into this 16<sup>th</sup> day of October 2014, by and between SOUTHERN MANATEE FIRE AND RESCUE DISTRICT, a political subdivision of the State of Florida, and WEST MANATEE FIRE AND RESCUE DISTRICT, a political subdivision 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 to specifically provide for automatic responses to Emergency 911 calls within certain areas of the SOUTHERN MANATEE FIRE AND RESCUE DISTRICT and WEST MANATEE FIRE AND RESCUE DISTRICT; and

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

WHEREAS, Chapter 163, 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 advantage.

NOW THEREFORE, in consideration of the mutual terms, conditions and promises hereafter set forth, SOUTHERN MANATEE FIRE AND RESCUE DISTRICT and WEST MANATEE FIRE AND RESCUE DISTRICT agree as follows:

**DEFINITIONS**

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 I 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 II 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 I hereof, or the party responding to an Automatic Response located in the other party's jurisdiction in accordance with the terms of Paragraph II hereof, whichever the context and situation indicate.

### **MUTUAL AID REQUESTS**

I. Mutual aid requests shall be deemed to occur in the event that a fire or medical emergency occurs or exists within the territorial boundaries of either the SOUTHERN MANATEE FIRE AND RESCUE DISTRICT or WEST MANATEE FIRE AND RESCUE DISTRICT, and a party to this Agreement requests additional equipment and/or manpower 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, in accordance to the Manatee County Fire Chiefs Association Recommended Operating Guidelines and established medical protocols.

### **AUTOMATIC RESPONSE**

II. In the event that a call for fire or emergency medical services is received by the Emergency Communication Center, said call shall be deemed an Automatic Response, and the following provisions shall apply:

- a) The Fire Chief of the SOUTHERN MANATEE FIRE AND RESCUE DISTRICT and the Fire Chief of WEST MANATEE FIRE AND 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 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.) or Box Card 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 manpower and equipment consistent with the party's Recommended Operating Guideline ("ROG's"), regardless of whether the site of the fire or medical emergency lies outside the territorial borders of that party's jurisdiction.

### **ADDITIONAL TERMS**

1. 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 communications center shall promptly dispatch the next closest unit(s) to the emergency.
2. 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.
3. 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 of answering an Automatic Response pursuant to this Agreement.

4. 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. 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 MANATEE COUNTY, Florida.
5. 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 SOUTHERN MANATEE FIRE  
AND RESCUE DISTRICT:

Commission Chairman  
Southern Manatee Fire and Rescue  
District  
P.O. Box 20216  
Bradenton, FL 34204

If to WEST MANATEE FIRE  
AND RESCUE DISTRICT:

Commission Chairman  
West Manatee Fire and Rescue District  
6417 3<sup>rd</sup> Avenue West  
Bradenton, FL 34209

6. SOUTHERN MANATEE FIRE AND 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 AND 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 AND RESCUE DISTRICT to be sued by third parties in any matter arising out of this or any other agreement.

WEST MANATEE FIRE AND 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 WEST MANATEE FIRE AND 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 WEST MANATEE FIRE AND RESCUE DISTRICT to be sued by third parties in any matter arising out of this or any other agreement.

7. This Agreement shall remain in full force and effect commencing upon the date of full execution by both parties.
8. This Agreement may be terminated, without cause and without penalty, by either party upon ninety (90) days' written notice to the other party.

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

Southern Manatee Fire and Rescue District

By: \_\_\_\_\_  
Charles A. Durant, Chairman

ATTEST:

\_\_\_\_\_  
Melanie A. Marken  
Secretary

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

(SEAL)

West Manatee Fire and Rescue District

By: \_\_\_\_\_  
Scott Ricci, Chairman

ATTEST:

\_\_\_\_\_  
Fire Chief

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

(SEAL)