

INTERLOCAL AGREEMENT
BETWEEN
SUMTER COUNTY
AND
CITRUS COUNTY SHERIFF'S OFFICE
Titled:
SUMTER / CITRUS MUTUAL-AID RESPONSE PLAN

RECITALS

THIS INTERLOCAL AGREEMENT dated this ____ day of _____ is between SUMTER COUNTY (COUNTY), a political subdivision of the State of Florida and CITRUS COUNTY SHERIFF'S OFFICE (AGENCY), a political subdivision of the State of Florida (the "Agreement").

WHEREAS, the parties presently maintain and operate emergency service departments/divisions, with firefighting, rescue and emergency medical equipment with associated personnel; and;

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party in times of emergency or disaster too great to be dealt with unassisted or in a situation in which a party may not be able to expeditiously respond due to commitments at the time of a particular incident or event; and;

WHEREAS, this Agreement is for the benefit of the general public and is authorized by and entered into pursuant to Chapter 163, Florida Statutes; Section 252.34, Florida Statutes, and other applicable law.

NOW THEREFORE, incorporating the above recitals as if stated herein, it is agreed by and between the parties hereto that each of the parties agree to assist the other pursuant to the following stipulations, provisions and conditions:

Section 1. Purpose and Intent of Agreement

(a) Mutual Aid

The parties agree to provide mutual aid for reported structure fires, fire alarms, medical emergencies, hazardous material or rescue scenarios, and brush fires. The parties agree to provide such reciprocal assistance on a mutual-aid basis based on the availability of the providing party's resources. The parties further agree to provide for reciprocal aid and assistance by providing fire, rescue, emergency medical, hazardous material, technical rescue and other similar emergency services in the event of incidents resulting from natural phenomena, accidents, or otherwise when the disaster is too great to be handled without assistance. The intent of this arrangement is to provide the most efficient life and property saving services to the citizens protected by the respective parties. This Agreement is not intended and shall not be construed to in any way deprive a party of jurisdictional powers vested in said party, nor is it the intention of the parties to combine their individual departments into a single department or district providing the services encompassed by this Agreement.

1. Specialty Response or Teams
 - a. The parties may agree to establish specialty teams or groups trained and/or equipped to address specific incident types, these may include Hazardous Materials, Technical Rescue or other disciplines as mutually agreed to by the fire chiefs of each agency.
 - b. Response and or training related to specialty teams will be governed, as appropriate, by the terms of this agreement in Appendix A.

(b) Automatic Aid

The parties agree to provide automatic aid, described as the automatic dispatch of pre-specified fire department apparatus with a minimum of two (2) personnel from the fire department providing the "aid" to the fire department primarily responsible for the property location.

Notify – to inform the individual or entity identified of knowledge of the incident. Notification in and of itself does not mandate response if the situation is under control by the units on scene.

1. Sumter County and Citrus County Sheriff's Office hereby agree that Sumter County Fire and EMS and Citrus County Sheriff's Office Division of Fire Rescue will provide primary fire protection services within their respective counties. To insure the highest level of protection possible, Sumter County and Citrus County Sheriff's Office Division of Fire Rescue agree to provide closest unit response to the location of the emergency and other areas of Sumter County and Citrus County as identified.
2. Sumter County agrees to utilize Citrus County Sheriff's Office Division of Fire Rescue to respond automatically to structural fire responses in the area as defined in Appendix B, attached and incorporated as if stated herein.
3. Citrus County Sheriff's Office Division of Fire Rescue agrees to utilize Sumter County Fire and EMS to respond automatically to structural fire responses in the area as defined in Appendix B, attached and incorporated as if stated herein.

Section 2. Procedures for Requesting Emergency Assistance

1. Response to all emergencies shall be by request except as identified in Section 1 (b). The company officer or higher authority shall initiate the request. It is also recognized that in the interest of public safety this request may need to be made based upon dispatch information.
2. The requesting party shall contact the providing parties dispatch center via the information identified in the "Implementation Plan" attached Appendix "A" to this document and incorporated as is stated herein.
3. Responses to structure fires in the areas identified in Appendix B shall be automatically dispatched based upon the dispatch procedures of the requesting agency. No formal request need be made by responding units to initiate assistance. Response notification will be handled between the respective communication centers.

Section 3. Duties and Level of Service

1. No department, officer or employee of the parties to this Agreement shall perform any function or service not within the scope of the duties of such department, officer or employee in its respective primary jurisdiction.
2. The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel and the command and control of their personnel and equipment shall remain with each party to this Agreement.
3. Disputes or disagreements as to the level of services and / or standards of performance shall be reported by the complaining party to the Fire Chief or his designee of the party that provided the service or took the action from which the complaint arose. Both departments shall meet to discuss and develop a resolution to the situation.
4. The decision of the Citrus Sheriff or designee and the Sumter County Fire Chief shall be final and conclusive as to the geographical boundaries of response, the level of services rendered or standards of performance observed by the party's personnel. The respective Fire Chief of both agencies agrees that the Automatic Aid portion of this agreement will be reviewed and revised periodically. The map and description of the defined geographic area is located in Appendix B. The Fire Chiefs of both agencies further agree that the Mutual Aid portion of this agreement is applicable in any geographical region that is the primary response area of Sumter County Fire and EMS or Citrus County Sheriff's Office Division of Fire Rescue.
5. A Fire Rescue Department or Division providing mutual aid while within the jurisdiction of another Fire Rescue Department or Division shall be subject to the orders and directions of the Incident Commander of the Local Authority where the emergency exists, provided that the orders and directions are appropriate and in concurrence with accepted practices.
 - a. The Incident Commander in charge on scene of the emergency shall communicate orders and directions to the responding mutual aid department's Officer in Charge via the designated radio channel or face-to-face.
 - b. The Authority having Jurisdiction shall maintain responsibility for the handling of the incident and supplying appropriate Command Staff. Should the need arise to utilize mutual aid commanding officers, the Unified Command System will be established and incident priorities will be determined and executed.

Section 4. Employee Status

Persons employed by a party to this Agreement in the performance of services and functions pursuant to this Agreement shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to the officers and employees of the other party to this Agreement.

Section 5. Liabilities and Responsibilities of Parties

1. No party hereto, its respective officers or employees, shall assume any liability for the acts, omissions or negligence of the other party, its officers or employees.

2. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or employees of a party when performing their respective functions within the territorial limits for their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially when accomplished pursuant to this Agreement.
3. Except as herein otherwise provided, all liability for injury to personnel and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment.
4. Both parties, when providing emergency medical services shall work under the direction of their respective agency's medical director and utilizing their respective BLS/ALS protocols.

Section 6. Compensation and Reimbursement Between Agencies.

1. Each party agrees to furnish necessary equipment, resources, and facilities in order to render mutual and automatic aid services to the other party in accordance with the terms of this agreement. However, neither party shall be required to deplete its own equipment, resources, facilities, and services in furnishing such mutual aid services.
2. Either agency furnishing any equipment pursuant to this agreement shall bear the costs for any loss or damage to such equipment and shall pay any expense incurred in the operations, maintenance and repair of that equipment.
3. Either agency furnishing aid pursuant to this agreement shall compensate its employees during the time such aid is rendered and shall defray all associated employee cost while the employee is rendering aid.
4. The requesting agency shall either replace, or provide reimbursement for, those nontraditional extraordinary services or consumable materials, which were used by the responding agency furnishing mutual aid services. This paragraph shall apply to items such as, but not limited to, firefighting foam, HAZMAT protective clothing, and absorbent materials.
5. It shall be the responsibility of the agency furnishing aid hereunder to notify the requesting party of any items for which reimbursement or replacement is requested within thirty (30) days of said loss. This notification shall include information regarding quantity used, manufacturer's name, local supplier, and specific item(s) used.

Section 7. Term of Agreement

1. This agreement shall commence at 12:00 A.M. on the date of full execution of both parties and continue through midnight on September 30, 2017, at which time this Agreement shall automatically expire unless extended in writing by the parties hereto at least ninety (90) days prior to said expiration date. On or before April 30th of each year, the COUNTY and the AGENCY shall provide each other with written notice of proposed changes to this Agreement, and both parties shall diligently pursue resolution of all proposed changes by June 30th of each year.
2. This agreement may be terminated by either party upon sixty (60) days written notice to the other party.

Section 8. Implementation

Fire Chiefs for COUNTY and AGENCY have met and prepared an implementation plan identified in the Appendix of this agreement.

Section 9. Authorization

Pursuant to this Interlocal Agreement, Sumter County hereby authorizes Citrus County Sheriff's Office Division of Fire Rescue to perform the duties and services required herein.

Pursuant to this Interlocal Agreement, the Citrus Sheriff's Office Division of Fire Rescue hereby authorizes Sumter County to perform the duties and services required herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates as shown below.

ATTEST:

**AS TO SUMTER COUNTY:
BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA**

CONNIE WEBB
DEPUTY COUNTY CLERK

GARRY BREEDEN
CHAIRMAN, SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS

APPROVED AS TO FORM AND LEGALITY:

GEORGE ANGELIADIS, COUNTY ATTORNEY

**AS TO AGENCY:
OFFICE OF THE SHERIFF
CITRUS COUNTY, FLORIDA**



JEFFERY J. DAWSY
CITRUS COUNTY SHERIFF

APPENDIX - A

Implementation Plan

This Implementation Plan has been created and agreed to by the Fire Chiefs of Sumter County Fire & EMS and Citrus County Sheriff's Office Division of Fire Rescue.

1) Request for Assistance

- a) Requests for assistance under this Agreement shall be made only for those areas within the respective jurisdictions for which each agency is responsible; specifically, Sumter County and Citrus County Sheriff's Office Division of Fire Rescue as defined in section 1 of this agreement. The responding party will fulfill requests for mutual aid assistance from the requesting party at the sole discretion of the responding party's fire chief or designee.
- b) Each agency, whether responding or requesting, shall be responsible for completing their respective incident reports. The responding party shall furnish a copy of their incident report to the agency receiving aid upon request.
- c) The automatic aid response into either county shall consist of a structural fire engine with a minimum of a two-person crew. Additional staff or equipment must be requested by the Incident Commander. The response of additional staff and equipment shall be at the discretion of the Fire Chief of the organization providing the response and based on availability of requested resources.
- d) Both fire departments agree to abide the requirements found in Florida Administrative Code 69A-62 and provide only personnel have attained a minimum of Firefighter I certification.

2) Types of Incidents

- a) Structure fires (Automatic aid)
- b) Reported fire alarms -commercial and residential; (mutual aid by request only).
- c) Medical emergencies (ALS and BLS) (mutual aid by request only).
- d) Rescue scenarios (mutual aid by request only).
- e) Brush fire (mutual aid by request only).
- f) Hazardous materials (mutual aid by request only).

3) Notification

- a) All requests for assistance will be made by each respective communications center contacting the other via pre-determine phone numbers.
 - i.) Citrus County Sheriff's dispatch center will notify the Sumter County Fire & EMS dispatch center @ (352) 569-1011 or 1012.
 - ii.) The Sumter County Fire & EMS dispatch center will notify the Citrus County Sheriff's dispatch center @ (352) 746-2555.

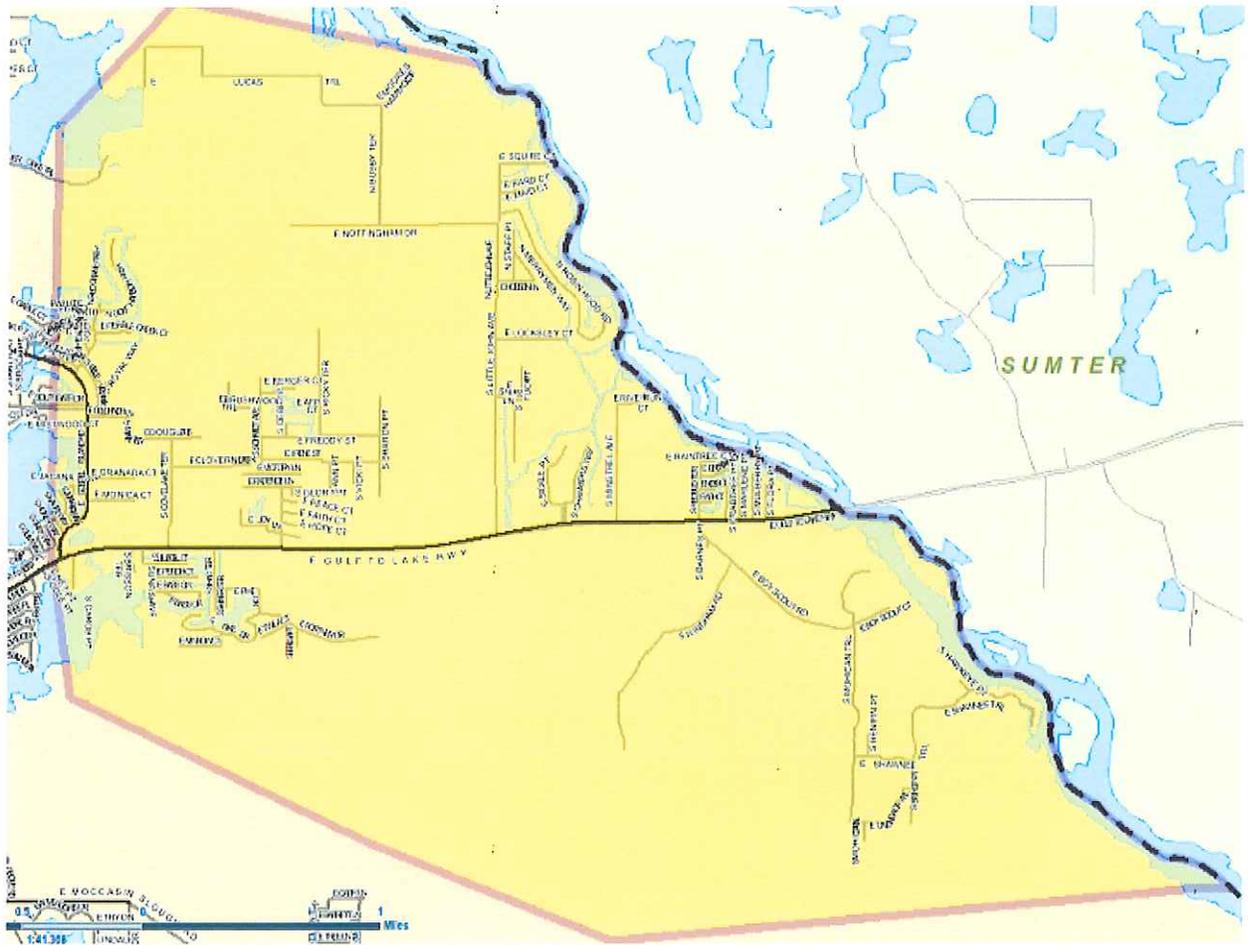
- b) This applies to all requests, automatic or otherwise.

4) Radio Communications

- a) Units from Sumter County Fire & EMS, when responding into areas whose primary fire protection coverage is Citrus County Sheriff's Division of Fire Rescue will communicate with Citrus County Sheriff's Division of Fire Rescue units on radio frequencies identified by Citrus County Sheriff's Division of Fire Rescue.
- b) Units from Citrus County Sheriff's Division of Fire Rescue, when responding into areas whose primary fire protection coverage is Sumter County Fire & EMS, will communicate with Sumter County Fire & EMS units on radio frequencies identified by Sumter County Fire & EMS.
- c) If the radio systems are incompatible for communications with each other; then the units will communicate through the following options:
 - a. National Mutual Aid Network 8Tac91
 - b. Florida Interoperability Network (FIN), relayed through the Communication Centers.
 - c. Face-to-face communications on scene.

APPENDIX - B

Automatic Aid Response Areas for Structure Fires.



Sumter County

