INTERLOCAL AGREEMENT
BETWEEN

SUMTER COUNTY

AND

HERNANDO COUNTY
Titled:
SUMTER/HERNANDO AUTOMATIC / MUTUAL-AID FIRE RESPONSE PLAN

RECITALS

THIS INTERLOCAL AGREEMENT dated this ____ day of ___-___is between SUMTER COUNTY, a political subdivision of the State of Florida and HERNANDO COUNTY, a political subdivision of the State of Florida (the "Agreement").

WHEREAS, the parties presently maintain and operate emergency service departments, 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, 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, rescue scenarios, and brush fires. The parties agree to provide such reciprocal assistance on a mutual-aid basis based on availability. 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 disasters 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.

(b) Automatic Aid

Definitions:

Automatic Aid – 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.

I. Sumter County and Hernando County hereby agree that Sumter County Fire Rescue and Hernando County Fire Rescue will provide primary fire protection services within their respective counties. To insure the highest level of protection possible, Sumter County and Hernando County agree to provide closest unit response to the location of the emergency and other areas of Sumter County and Hernando County as identified.

II. Sumter County agrees to utilize Hernando County Fire Rescue to respond automatically to structural fire responses in the area as defined in Appendix B, attached and incorporated as if stated herein.

III. Hernando County agrees to utilize Sumter County Fire Rescue 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

(a) Response to all emergencies shall be by request except as identified in 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.

(b) 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 if stated herein.

(c) Responses to structure fires in the areas identified in 1 (b) shall be automatic dispatch based upon the dispatch procedures of the requesting agency. No formal request need be made to initiate assistance. Response notification will be handled between the communication centers.

Section 3. Duties and Level of Service

(a) 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.

(b) 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.

(c) 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.

(d) The decision of the Fire Chief of each party 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 Fire Chiefs of both agencies agree that the Automatic Aid portion of this agreement will be reviewed and revised periodically. The map and description of the defined geographic is located 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 Rescue or Hernando County Fire Rescue.

(d) A Fire Rescue Department providing mutual aid while within the jurisdiction of another Fire Rescue Department, shall be subject to the orders and directions of the Incident Commander of the Local Authority where the emergency exits.

1. 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.

2. 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

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(a) Each party agrees to furnish necessary equipment, resources, and facilities in order to render mutual 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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. This notification shall include information regarding quantity used, manufacturer's name, local supplier, and specific item(s) used.

Section 7. Term of Agreement.

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, 2012, at which time this Agreement shall automatically expire unless extended in writing by the parties hereto. On or before April 30th of each year, the County and the District shall provide each other with written notice of proposed changes in this Agreement, and both parties shall diligently pursue resolution of all proposed changes by June 30th of each year.

Section 8. Implementation.

The agency Fire Chiefs have met and prepared an implementation plan identified in the_Appendix of this agreement.

Section 9. Authorization.

Pursuant to this Interlocal Agreement, the Sumter County hereby authorizes Hernando 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:

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

_____
CONNIE WEBB
DEPUTY COUNTY CLERK

_____
DOUG GILPEN
CHAIRMAN, SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

DATE:_____

APPROVED AS TO FORM AND LEGALITY:

_____
, COUNTY ATTORNEY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

_____
KAREN NICHOLI
CLERK OF THE CIRCUIT COURT

_____
DAVE RUSSELL, JR.
CHAIRMAN

DATE:_____

APPROVED AS TO FORM AND LEGALITY:

_____
COUNTY ATTORNEY

APPENDIX - A
Implementation Plan

This Implementation Plan has been created and agreed to by the Fire Chiefs of Sumter County Fire Rescue and Hernando County 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 Hernando County 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 man crew. Additional manpower or equipment must be requested by the Incident Commander. The response of additional manpower and equipment shall be at the discretion of the Fire Chief of the county 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 1 certification.

2) Types of Incidents

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

3) Notification

a) All requests for assistance will be made by each respective communications center contacting the other via pre-determine phone numbers.
   i) Hernando County Fire Rescue's dispatch center will notify the Sumter County Fire Rescue dispatch center.
   ii) The Sumter County Fire Rescue dispatch center will notify the Hernando County Fire Rescue's dispatch center.

4) Radio Communications

a) Units from Sumter County Fire Rescue, when responding into areas whose primary fire protection coverage is Hernando County Fire Rescue will communicate with Hernando County Fire Rescue units on radio frequencies identified by Hernando County Fire Rescue.

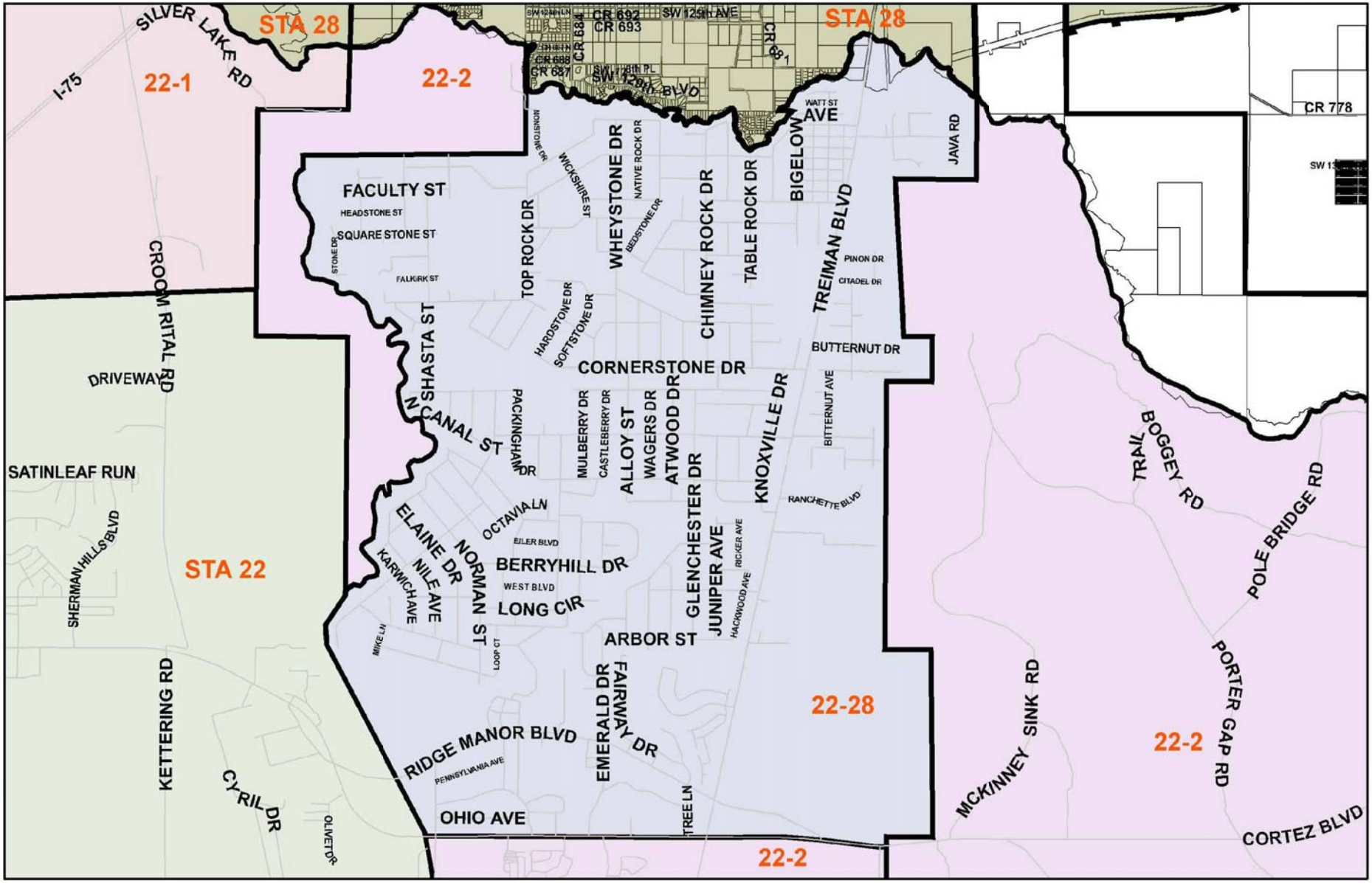
b) Units from Hernando County Fire Rescue, when responding into areas whose primary fire protection coverage is Sumter County Fire Rescue, will communicate with Sumter County Fire Rescue units on radio frequencies identified by Sumter County Fire Rescue.

c) If the radio systems are incompatible for communications with each other; then the units will communicate through the following options:

   a. Florida Interoperability Network (FIN), relayed through the Communication Centers.
   b. Face-to-face communications on scene.

APPENDIX – B

Automatic Aid Response Areas for Structural Fires



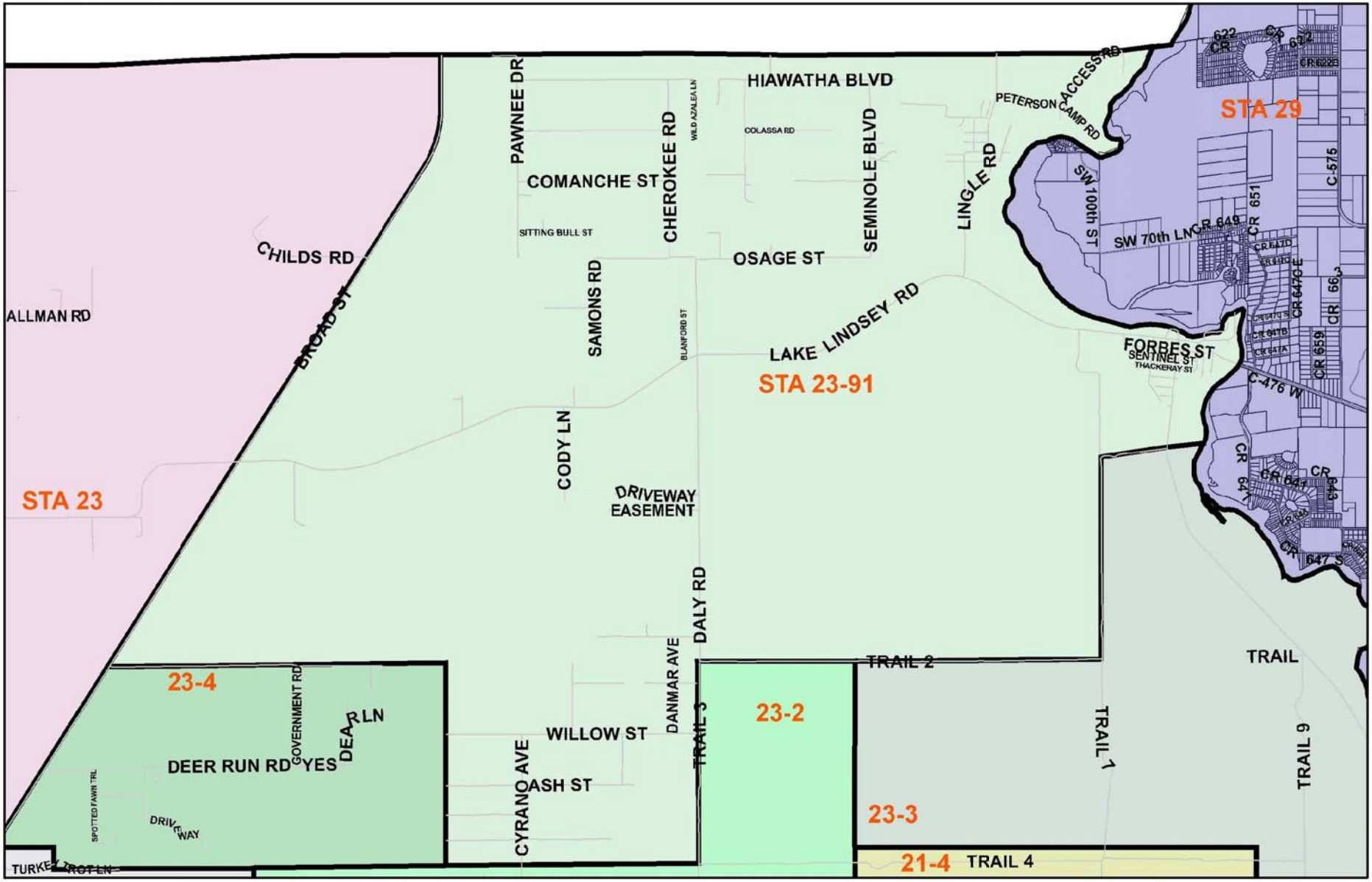
This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification. Map reflects parcels and boundaries as they existed on Date Printed

NOT TO SCALE

N
W E
S

Fire Response Zone
22-28

Hernando County, Florida



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NOT TO SCALE

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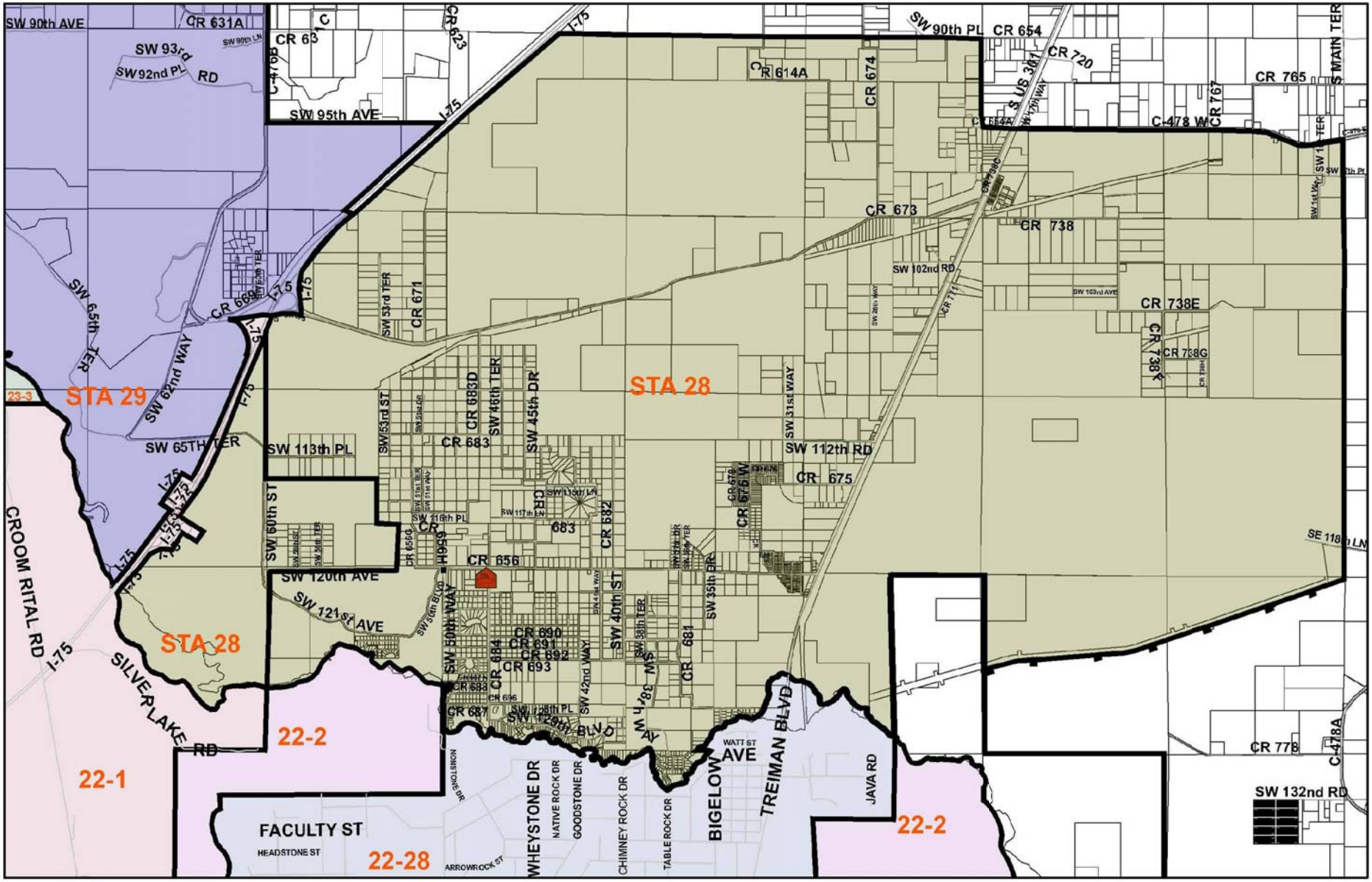
W E
S

Fire Response Zone
23-91

Hernando County, Florida



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NOT TO SCALE

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W E
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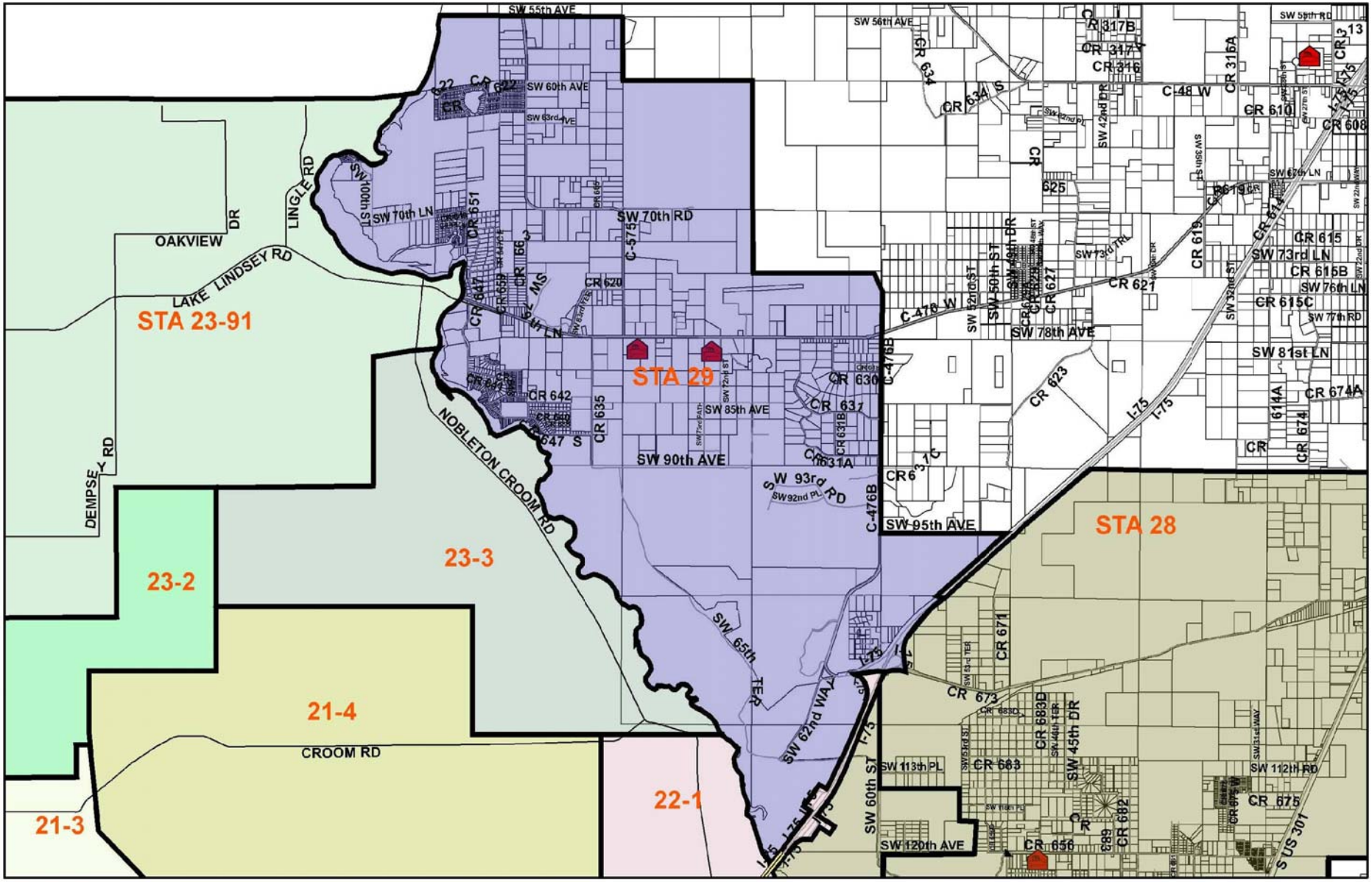
Fire Response Zone
STA 28

Hernando County, Florida



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NOT TO SCALE

Hernando County Central GIS

Fire Response Zone
STA 29

Hernando County, Florida

N
W E
S