

**INTERLOCAL AGREEMENT FOR FIRE PROTECTION
AND OTHER EMERGENCY SERVICES BETWEEN
THE CITY OF BROOKSVILLE AND HERNANDO COUNTY**

THIS INTERLOCAL AGREEMENT is made and entered into the dates set forth below by and between Hernando County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (hereinafter the "County"), and the City of Brooksville, a municipal corporation organized under the laws of the State of Florida, by and through the City Council of the City of Brooksville, whose address is City Hall, 201 Howell Avenue, Brooksville, Florida 34601 (hereinafter the "City").

WITNESSETH:

WHEREAS, it is the desire of the parties to enter into an interlocal agreement pursuant to Section 163.01 of the Florida Statutes; and

WHEREAS, it is the desire of the parties to this Agreement to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and

WHEREAS, it is further the determination of each of the parties hereto that the decision to enter into this Agreement constitutes a fundamental governmental policy of the parties hereto which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the providing of governmental services and the utilization of existing resources of each of the parties hereto, including the use of equipment and personnel; and

WHEREAS, the parties hereto recognize that by having their emergency personnel train together and utilize common procedures and protocols, such personnel will have a higher level of confidence in one another; and

WHEREAS, the State of Florida and the Federal Emergency Management Agency (FEMA) have recognized the importance of the concept of written mutual aid agreements between all levels of government to facilitate reimbursement; and

WHEREAS, pursuant to the Constitution and statutory laws of the State of Florida, local governments are allowed to enter into mutual aid and assistance agreements, which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services during a natural or human made disaster or other emergency; and

WHEREAS, it is the desire of the parties to enter into this Agreement for fire department and other emergency services and to provide for automatic assistance for fires and other types of emergency incidents all as described under the terms of this Agreement as set forth below:

NOW, THEREFORE, IT IS AGREED:

(1) The parties hereto acknowledge that this Agreement is being entered into pursuant to applicable controlling Florida law and that the parties desire to cooperate and coordinate their activities with FEMA and the Florida Division of Emergency Management when necessary.

(2) The parties agree to dispatch their respective assigned fire department units on an automatic basis, 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 if such units are available and called upon for such action. Each party agrees that the closest available, most appropriate unit(s) will respond regardless of jurisdictional boundaries.

(a) The fire department providing the "aid" to the fire department primarily responsible for the property location shall send pre-specified fire department apparatus with a minimum of two (2) personnel automatically to all structure fires, medical emergencies, brush fires, vehicle fires, and other related emergencies.

(b) Events that require specialty services, such as hazardous materials teams and technical rescue shall be handled pursuant to the mutual aid provisions of this Agreement.

(c) The mutual agreement of the Hernando County Fire Chief and the City of Brooksville 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.

(d) The respective Fire Chief of each party agrees that the automatic aid portion of this Agreement will be reviewed and revised periodically to ensure equitable sharing of resources.

(e) 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 the Brooksville Fire Department or Hernando County Fire and Emergency Services.

(3) The parties agree that they will not locate or establish a new fire station in the jurisdiction of the other, without written permission of the other party.

(4) It is agreed that the scope of this Agreement includes, but is not limited to, automatic assistance in responding to fires, medical emergencies, hazardous conditions, rescue and extrication situations, water rescues, natural disasters, and other types of emergency incidents that are within the standard scope of services provided by fire departments in the usual and customary practices.

(5) This Agreement shall encourage the development of cooperative procedures and protocols including, but not limited to, communications coordination, training, health and safety, and other activities that will enhance the ability of the parties' fire departments to fulfill their

missions. Disputes or disagreements as to the level of services and standards of performance requested of a party shall be reported by the complaining party to the Fire Chief of the party which provided the service or took the action from which the complaint arose. The decision of the Fire Chief of each party shall be final and conclusive as to the standards of performance of the personnel of the party by whom the Fire Chief is employed.

(6) It is expressly understood and agreed that the party first to respond to the emergency scene shall have the authority and discretion to serve as initial incident commander exercising command and control functions within the other's jurisdictional boundaries until relieved by an official from the party having jurisdictional authority. The initial responding party will then fall under the chain of command of the party having authority.

(7) Nothing in this Agreement shall limit the ability of either of the parties to participate in more specific contracts for services, mutual assistance, or automatic response; nor shall this prohibit any party from providing emergency assistance to another jurisdiction's personnel which jurisdiction is not a participant in this Agreement; provided, however, that neither party shall be obligated to act under that jurisdiction's supervisory control at an emergency scene which is the subject of this Agreement absent an agreement with that jurisdiction to do so.

(a) 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.

(b) Procedures for Requesting Mutual Aid

(i) Response to all emergencies shall be by formal mutual aid request except as identified in Paragraph 2 of this Agreement. 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 rather than wait for on-scene size up by first-in responders.

(ii) The requesting party shall contact the Hernando County E911 Communications Center via the phone number (352) 754-6850 or over the dispatch radio by approved officers.

(iii) Hernando County Fire and Emergency Services' specialty teams or groups

trained and/or equipped to address specific incident types such as Hazardous Materials, Technical Rescue, Aircraft Rescue Fire Fighting, or other disciplines are also available to the City of Brooksville upon request for mutual aid.

(iv) The party providing mutual aid while within the jurisdiction of the other party shall be subject to the orders and directions of the Incident Commander of the Local Authority where the emergency exists, providing that the orders and directions are appropriate and in concurrence with accepted operational safety practices and standing operating guidelines. The Incident Commander in charge on scene of the emergency shall communicate orders and directions to the responding mutual aid party's Officer in Charge via the designated radio channel or face-to-face. The party 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.

(8) The City and the County shall each retain ownership of any equipment or property the respective party brings to the performance of this Agreement, and each shall retain ultimate control of its own employees.

(9) The parties further agree to the following standard service criteria as the primary response system elements of this Agreement:

(a) The Agreement allows the closest, most appropriate emergency response unit to an emergency to be dispatched automatically-regardless of jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit.

(b) The City and the County will utilize Automatic Vehicle Locator Systems (hereafter "AVLs") on emergency vehicles in their fleets.

(c) The City and the County will use standard procedures for efficient management of the emergency and for the safety of the firefighters.

(d) The City and the County will explore other opportunities for joint training, including entry level training, mini academies, refresher training, and systems training.

(e) The City and the County shall use standardized apparatus response criteria and dispatch personnel can tailor the response to emergencies to specific types of incidents by jurisdiction or part of a jurisdiction including the capability to automatically dispatch selected specialty units to an emergency scene.

(f) 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 jurisdiction. The rendition of service, standards of performance, discipline of officers and employees, and all other matters relating 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.

(10) The City and the County agree that while automatic and mutual aid is reciprocal, this Agreement does not ensure that a party will receive the exact same amount of assistance as it gives, but it does mean that all participants will provide some assistance outside its jurisdictional boundaries. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activities of a party's personnel when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to full time paid, part time, and reserve members.

(11) No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder. To that end, this Agreement is solely for the benefit of the parties hereto and no right, remedy, cause of action or claim shall accrue to the benefit of any third party who is not one of the parties executing this Automatic Aid Agreement.

(12) The parties agree that for any particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement. In the event of disasters (or other similar events) that are declared under controlling law, the parties may apply on their own accord for reimbursement from County, State, and Federal agencies.

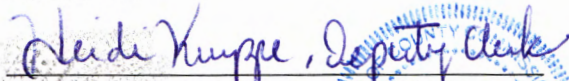
(13) In the event a party shall sustain a loss or damage to its equipment or injury to any of its personnel while responding to an incident or training in that jurisdiction of the other party, unless a result of the negligent actions of the other party, such loss shall be the sole responsibility of the party responding to the incident, and the other party shall not have any liability for such damage or injury. Should the loss or damage be the result of negligence or the negligent actions of the other party, the party responding shall retain all rights available for compensation under the laws of Florida. To that end, the parties agree with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own appointees/employees occurring while engaging in rendering such aid, pursuant to this Agreement, to hold harmless, defend, and indemnify the other participating party and its officers, officials, agents, appointees and employees, subject to provisions of Section 768.28, *Florida Statutes*, where applicable and to the extent permitted by law. A party having a duty to indemnify and defend under this Agreement shall have control of the defense of any suit or claim arising under said duty. Each party shall be responsible for the acts, omissions, or conducts of its own employees. Nothing in this agreement shall be deemed a waiver of a party's sovereign immunity

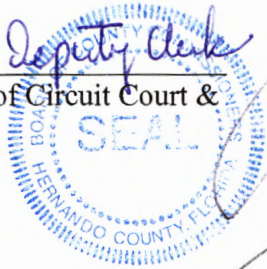
(14) If a party wishes to terminate this Agreement for any reason or no reason, with or without cause, it shall provide sixty (60) days advance written notice to the other party. This Agreement shall commence at 12:00 AM following the date of full execution of both parties and continue through 11:59 PM on September 20, 2024, at which time this Agreement shall automatically renew for an additional year unless terminated in writing by the parties at least sixty (60) days in writing prior to the expiration date.

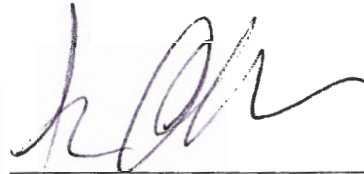
(15) The addresses for the transmittal of notices under this Agreement shall be as set forth above.

IN WITNESS WHEREOF, the parties to hereto have executed this Automatic Aid Agreement in duplicate original, the dates set forth below the last of which shall be the effective date hereof.

ATTEST:


Heidi Kuyper, Deputy Clerk
Hernando County Clerk of Circuit Court &
Comptroller




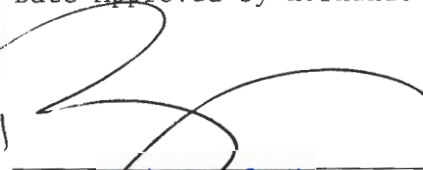


John Allocco, Chairman
Hernando County Board of County
Commissioners

Date Approved by Hernando County BOCC 2/14/2023

Attest:



Jennifer J. Battista, CMC
City Clerk


Mayor, Blake Bell
Brooksville City Council

Approved as to Form and Legality:

Date approved by City Council: 1/9/23


Assistant County Attorney


City Attorney
Becky Vose, Vose Law Firm