

**INTERLOCAL AGREEMENT BETWEEN THE
SOUTHEAST VOLUSIA COUNTY FIRE AGENCIES
FOR FIRE RESCUE AUTOMATIC AID**

THIS INTERLOCAL AGREEMENT for the continuation of the Fire Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System in Southeast Volusia County is entered into between the Municipalities executing this Agreement, as defined herein (collectively, the “Parties”).

WITNESSETH

WHEREAS, § 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, in 2004, the Parties entered into an interlocal agreement establishing an automatic aid via closest unit response system for fire rescue and emergency medical services to enhance public safety and emergency response in the southeastern region of Volusia County (the “Prior Agreement”); and

WHEREAS, since then, the Parties have successfully implemented and maintained the mutual aid services established under the Prior Agreement; and

WHEREAS, the Parties desire to continue the mutual aid services established under the Prior Agreement while expanding cooperative efforts to further enhance the quality and scope of essential public safety services provided to their respective communities; and

WHEREAS, the Parties agree that the continuation and expansion of these cooperative services are in the best interest of the public and will promote a coordinated response to life-threatening emergencies and an efficient use of resources.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties hereto agree as follows:

- 1. Recitals.** The above recitals are true and correct and are hereby incorporated herein by reference.
- 2. Definitions.**
 - 2.1 *Automatic Aid* shall mean the automatic dispatch of, and response by, emergency response units to an incident within the defined service area, as identified in Exhibit “A” attached hereto and incorporated herein by this reference, without the initiation of a Mutual Aid request.

- 2.2 *Closest Unit Response* shall mean a response protocol in which the emergency response unit geographically closest to an incident, regardless of jurisdictional boundaries, that is available is dispatched to provide immediate aid.
- 2.3 *Emergency Services* shall include, but not be limited to, fire suppression, emergency medical, hazardous material, and technical rescue. Other related Emergency Services not expressly identified in this Agreement may also be provided if mutually agreed upon by the Parties.
- 2.4 *Municipalities* shall mean the following municipal incorporations, each of which is organized under the laws of the State of Florida and is a signatory to this Agreement: City of Daytona Beach Shores, City of Edgewater, City of New Smyrna Beach, Town of Ponce Inlet, City of Port Orange, and City of South Daytona.
- 2.5 *Mutual Aid* shall mean assistance dispatched upon request by one Party to one or more other Parties, in which the Responding Party approves such request to lend assistance across jurisdictional boundaries for a particular incident.
- 2.6 *Southeast Volusia County* shall mean the regional geographical land area within the political subdivisions of City of Daytona Beach Shores, the City of Edgewater, the City of New Smyrna Beach, the Town of Ponce Inlet, the City of Port Orange, and the City of South Daytona.
- 2.7 *Responding Party* shall mean the agency providing assistance to another agency that has declared an emergency incident.
- 2.8 *Receiving Party* shall mean the agency receiving assistance from another agency to mitigate an emergency incident.
- 3. **Background; Purpose.** Those fire rescue and medical emergency agencies from the City of Daytona Beach Shores, City of Edgewater, City of New Smyrna Beach, Town of Ponce Inlet, City of Port Orange, and City of South Daytona (hereafter referred to as the “Southeast Volusia Fire Agencies” or “SVFA”), have a long-standing history of cooperation in providing emergency services to residents in the Southeast Volusia County community. The purpose of this Interlocal Agreement (hereafter known as the “Agreement”) is to provide for the continuation of the Fire Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System established under the Prior Agreement, as well as identify other areas of cooperative efforts that would further enhance emergency services in Southeast Volusia County.
- 4. **Effective Date.** This Agreement shall become effective upon approval and execution by the elected governing bodies of the Parties and filing with the Clerk of the Circuit Court in and for Volusia County, Florida. However, the failure of any individual Party to approve or execute this Agreement shall not affect its validity or enforceability among the Parties that have duly approved and executed it. The participating Parties acknowledge that this

Agreement may be amended or supplemented in the future to include additional local government agencies upon their approval and execution.

5. Term; Termination.

5.1 Upon proper execution and recordation, this Agreement shall remain in full force and effect for five (5) years from the effective date. Upon expiration of the initial term, this Agreement shall automatically renew for three-year periods.

5.2 Any Party may withdraw from participating in this Agreement by providing written notice of withdrawal to all other Parties hereto. The notice shall be provided at least sixty (60) days prior to the effective date of withdrawal and state the reason for withdrawal. A Party's withdrawal shall not affect this Agreement's validity among the remaining Parties.

6. Amendment. Any Party may propose amendments to this Agreement at least ninety (90) days prior to the renewal date. All proposed amendment must be distributed in writing to the Parties for review. Any amendments to this Agreement must be agreed upon by all Parties and formalized in a written amendment signed by each Party. If no modifications are agreed upon by all, the Agreement shall renew under its existing terms.

7. Acknowledgement. The Parties acknowledge that the ability to fully comply with the provisions of this Agreement may vary due to the differences in organizational nature, authority, scope of service, and operational capability of each fire rescue and emergency medical service agency providing Emergency Services under this Agreement. As such, the Parties agree to provide such reciprocal assistance on a mutual-aid basis based on the availability of the providing Party's resources at the time. Further, each Party commits to making reasonable efforts to enhance their respective capacity and strive toward full compliance with the provisions of this Agreement in the future.

8. Joint Operational Coordination. The Parties agree to work collaboratively to coordinate the delivery of Emergency Services under this Agreement, including, but not limited to, the following:

8.1 Cross-utilization of command staff for emergency incident management.

8.2 Cross-utilization of administrative staff to coordinate and provide fire and EMS training.

8.3 Cross-utilization of support staff to provide IT and other technical support.

8.4 Cross-utilization of fire inspection and fire investigation resources.

8.5 Coordination of EMS and fire equipment purchasing to ensure maximum purchasing power.

8.6 Coordination of fire resource deployment within Southeast Volusia County to ensure maximum geographical coverage during periods of high call volume.

- 8.7 Collaborative strategic planning for the future placement of apparatuses to maximize flexibility of available resources.
- 8.8 Coordination of training activities to achieve maximum participation with minimal impact on overtime.
- 8.9 Coordination in the development of emergency operational guidelines to maximize the effectiveness, efficiency, and consistency of regional service delivery.

9. Rendering Aid.

9.1 *Automatic Aid.*

- A. *Generally.* The Parties agree to provide Automatic Aid utilizing the Closest Unit Response protocol for all emergency fire and EMS-related incidents that occur within the defined response area. Under this protocol, the emergency response unit geographically closest to an incident, regardless of jurisdictional boundaries, that is available shall be automatically dispatched to provide assistance. The Parties agree that Automatic Aid responses shall apply exclusively to emergency fire and EMS-related incidents; all emergency incidents that are not classified as emergency fire or EMS-related will be classified as Mutual Aid requests.
- B. *Dispatch Assignments.* The Parties shall establish and maintain predefined Automatic Aid unit response assignments through a collaborative process led by the fire chiefs or their designees. This process shall include:
 - 1. *Assessment and Development:* The fire chiefs shall evaluate geographic proximity, resource availability, and incident types to develop appropriate unit response assignments.
 - 2. *Dispatch Coordination:* The assignments shall be integrated with dispatch systems to ensure efficient deployment of resources.
 - 3. *Review and Agreement:* The fire chiefs shall review and mutually agree upon the assignments, documenting them in the Automatic Aid operational procedures.
 - 4. *Ongoing Evaluation:* Response assignments shall be reviewed at least every three (3) years or as needed based on operational changes, with updates made by mutual agreement.
- C. *Incident Command.* The Parties understand and agree that the Incident Command System (“ICS”), as defined by the National Incident Management System (“NIMS”), is the framework for controlling and managing Automatic Aid incidents within a given jurisdiction. Accordingly, unless otherwise specified in the Standard Operating Procedures or in a written instrument executed by the applicable Parties, the first arriving officer on scene, regardless of jurisdiction, shall be in command of the

emergency incident and responsible for tactical coordination of all personnel and equipment used to control the incident until command is transferred to an appropriate command officer of the Receiving Party.

- 9.2 *Mutual Aid.*** The Parties agree to provide Mutual Aid to one another upon request, subject to the availability of personnel, equipment, and resources. Mutual Aid shall be provided when an incident exceeds the capabilities of the Receiving Party, and the Responding Party determines it can render assistance without compromising its own operational readiness. Requests for Mutual Aid shall be made through the designated communication channels and in accordance with the Standard Operating Procedures established under this Agreement.

10. Standard Operating Procedures.

- 10.1 The Parties agree to collaboratively develop, implement, and maintain Standard Operating Procedures that will govern automatic and mutual aid operations (the “SOPs”). Such SOPs shall comprehensively address topics such as, but not limited to, dispatch procedures, communications, apparatus response, tactical operations, medical control, EMS protocols, incident command, and incident reporting.
- 10.2 Each Party shall maintain copies of all current and updated SOPs, ensuring they are readily accessible to command staff, emergency personnel, and dispatch centers. Additionally, the Parties shall ensure that all relevant personnel receive appropriate training and updates regarding any modifications to these procedures.
- 10.3 The SOPs shall be formally reviewed no less than every three (3) years by the respective fire chiefs of the Parties, or their designees, to assess the effectiveness of existing procedures, identify areas for improvement, and incorporate lessons learned from joint operations and evolving best practices. Any necessary updates or revisions shall be mutually agreed upon and documented, with revised SOPs distributed to all affected personnel in a timely manner.

- 11. Records.** Requests for aid under this Agreement may be made by telephone, radio, computer network, or as otherwise designated in the SOPs. Records, reports, and other relevant information pertaining to incidents requiring aid will be maintained by the Volusia County Emergency Operations and Sheriff’s Communications Center (“Center”) in accordance with the Center’s established policies and procedures. Lawful access to such records, reports, and information shall be upon request in accordance with the Center’s established policies and procedures and as provided by law.

12. Reimbursement.

- 12.1 All costs associated with providing aid as contemplated under this Agreement shall be the responsibility of the Responding Party except as otherwise expressly stated in this Agreement or any other written agreement between the applicable Parties, or, for a

declared emergency only, the applicable respective funding responsibilities per Federal Emergency Management Agency requirements. Any other agreements relating to payment for fire protection and emergency medical services shall remain in effect.

- 12.2 Except as otherwise expressly provided in this Agreement, each Party is solely responsible for the wages, salaries, cost of workers' compensation or other insurance premiums and benefits, and retirement and other job benefits to any of its employees or contractors, whether said persons provided any services to any other Party under this Agreement.
- 12.3 Except as otherwise expressly provided in this Agreement, the Responding Party furnishing any equipment pursuant to this Agreement shall bear the cost of any loss or damage to its equipment and shall be solely responsible for any expenses incurred in the operation or maintenance of such equipment.
- 12.4 Any Responding Party that provides transport service may require reimbursement for the transport service from the transported patient to the extent permitted by law. The Responding Party will handle billing, insurance claims, and collection in accordance with their policies and procedures and any applicable laws and regulations, including the latest federal Medicare guidelines, if applicable. The requesting Party shall receive, upon request, a copy of any such invoices or other documentation, provided that neither Party shall use or disclose Protected Health Information ("PHI") or Electronic Protected Health Information ("ePHI") except as permitted by the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), each as amended, and the regulations promulgated thereunder (collectively "HIPAA"), and any other applicable laws and regulations, all as may be amended from time to time.
- 12.5 In the event of minor discrepancies in cost under this Agreement, the Parties agree to make reasonable efforts to resolve such differences through "in-kind reimbursement." The process for determining the form and timing of in-kind reimbursement shall involve a mutual agreement process, which includes:
 - A. *Notification*: The Party identifying the discrepancy shall notify the other Party in writing, providing a clear explanation of the cost variance and any supporting documentation.
 - B. *Review and Discussion*: Both Parties shall review the discrepancy and engage in a discussion to assess the nature and extent of the difference, considering operational impacts and equitable resolution options.
 - C. *Proposal of In-Kind Reimbursement*: Each Party shall have the opportunity to propose a form of in-kind reimbursement that is appropriate and proportionate to the discrepancy, ensuring the exchange maintains the spirit of fairness and operational feasibility.

- D. *Mutual Agreement*: The Parties shall negotiate in good faith to reach a mutual agreement on the in-kind reimbursement, documenting the agreed-upon terms, including the specific services, goods, or other forms of compensation to be provided, along with the timeline for fulfillment.

13. Indemnity.

- 13.1 To the extent permitted and as limited by § 768.28, *Florida Statutes*, the Parties shall each individually defend any action or proceeding brought against their respective agency and shall be individually responsible for all of its own costs, attorney's fees, expenses, and liabilities incurred as a result of any such claims, demands, suits, actions, damages, and causes of action, including the investigation of the defense thereof and any appellate proceedings, and from and against any orders, judgments, or decrees that may be entered as a result thereof.
- 13.2 Each Party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages, and causes of actions arising out of or occurring during travel to or from its own incident or emergency or from an incident or emergency covered by this Agreement.
- 13.3 The Parties agree that this Agreement does not require any Party to provide, nor entitle any Party to demand, indemnification, defense, or hold harmless relating to any claims, demands, damages, or causes of action that may be brought against any Party pursuant to this Agreement.
- 13.4 Any existing privileges and immunities, limitations from liability, exemptions from laws, ordinances, and rules, and all pensions, benefits, and other relief, disability, workers' compensation, and other benefits that apply to the officers, agents, or employees of the Parties hereto when performing their respective functions and duties within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of those functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.
- 13.5 Nothing herein shall be construed as a waiver of any Party's sovereign immunity under § 768.28, *Florida Statutes*. Any indemnification shall be limited to the monetary thresholds of Two Hundred Thousand Dollars (\$200,000.00) for any single claim and Three Hundred Thousand Dollars (\$300,000.00) for aggregate claims, as set forth in § 768.28, *Florida Statutes*, or any applicable amendment. This provision shall survive the natural expiration or earlier termination of this Agreement.
- 14. Assignment.** No Party hereto shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of all Parties to this Agreement.

- 15. Third-Party Beneficiaries.** The Parties expressly acknowledge and agree that this Agreement is intended solely for the benefit of the Parties hereto and shall not be construed to create any rights, benefits, or causes of action in any third parties. No person or entity other than the Parties to this Agreement shall have any legal or equitable right, remedy, or claim under this Agreement.
- 16. Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties regarding the subject matter hereof and supersedes any prior discussions, agreements, or understandings, whether oral or written.
- 17. Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision were omitted, and all other provisions will remain in full force and effect.
- 18. Waiver.** No failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
- 19. Dispute Resolution.** If the Parties to this Agreement fail to resolve any conflicts related to issues covered in this Agreement, such dispute shall be resolved in accordance with governmental conflict resolution procedures specified in the Florida Governmental Conflict Resolution Act, Fla. Stat. §§ 164.101-164.1061. If these efforts are unsuccessful, the matter shall be submitted to a court of appropriate jurisdiction within Volusia County, Florida.
- 20. Governing Law; Venue; Jury Trial Waiver.** Notwithstanding any conflict of laws, this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts located in Volusia County, Florida, or federal courts for the Middle District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
- 21. Recording.** This Agreement and any subsequent amendments shall be recorded in the Official Records of Volusia County, Florida.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the dates written below.

CITY OF DAYTONA BEACH SHORES

[Name, Title]

Date

ATTEST:

[Name], City Clerk

CITY OF EDGEWATER

Jeff Thurman, Interim City Manager

Date

ATTEST:

Bonnie Zlotnick, City Clerk

CITY OF NEW SMYRNA BEACH

[Name, Title]

Date

ATTEST:

[Name], City Clerk

THE TOWN OF PONCE INLET

[Name, Title]

Date

ATTEST:

[Name], City Clerk

THE CITY OF PORT ORANGE

[Name, Title]

Date

ATTEST:

[Name], City Clerk

THE CITY OF SOUTH DAYTONA

[Name, Title]

Date

ATTEST:

[Name], City Clerk