

**INTERLOCAL AGREEMENT BETWEEN CITY OF VENICE AND
SARASOTA COUNTY REGARDING
FIRE PROTECTION, EMERGENCY MEDICAL SERVICES (EMS),
AND SPECIALIZED SERVICES**

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement" is made and entered into this _____ day of _____, 2020 by and between the City of VENICE, Florida, a municipal corporation, hereinafter referred to as CITY and Sarasota County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY.

WITNESSETH

WHEREAS, it is mutually advantageous and in the interest of the public health, safety and welfare to enter into a mutual aid and automatic aid agreement where occasionally 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 in either the City or County service areas ; and

WHEREAS, it is mutually advantageous and in the interest of the public health, safety and welfare of its citizens for the parties to provide emergency responses of the most appropriate units, regardless of boundaries, equipped to mitigate the 911 Emergency calls within the County and within the City; and

WHEREAS, Section 163.01, Florida Interlocal Cooperation Act of 1969, Florida Statutes authorizes cities and counties to enter into an agreement to provide for the efficient use of resources; and

WHEREAS, Section 252.40, Florida Statutes authorizes the development of agreements for reciprocal emergency aid and assistance; and

WHEREAS, it is to the mutual advantage and benefit of the parties to this Agreement to render occasional assistance for supplemental fire protection and rescue services and/or specialized services to each other; and

WHEREAS, it is the intent of the parties participating in this Agreement to cooperate in order to effectively provide assistance to each other in the interest of the public's health, safety, and welfare; and

WHEREAS, joint response or automatic aid or mutual aid may result in a reduction of fire insurance rates for the citizens of the County and the City; and

WHEREAS, it is the intent of this Agreement to allow the parties to offer specialized services to each other if the parties agree to other special services (including, but not limited to maintenance of apparatus, joint purchasing, sharing facilities, or communications) subject to the level of authority/signatures as may be required by each respective jurisdiction's governing body/bodies; and

WHEREAS, the parties hereto desire to join into this Agreement to define their respective duties, obligations, and rights relevant to the matters herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, CITY and COUNTY agree as follows:

1. **Mutual Aid.** In the event that a fire or medical emergency occurs or exists within the service areas of the City or County, and a party to this Agreement makes a formal request for additional equipment and/or manpower to be provided by the other party to this Agreement, it shall be done in accordance with the "Four County and Municipal Uniform Interlocal Agreement for Fire Protection, Emergency Medical Services (EMS), and Specialized Services", Contract No. 98-177, which was fully executed and recorded at the Clerk of Circuit Court in Sarasota County on August 19, 1998, as it may be amended from time to time.

2. **Automatic Aid.** In the event that a 911 Emergency call for fire or emergency medical services is received by the Sarasota County Consolidated Communication Center from either the City or County, said call shall be deemed an Automatic Aid, and the following provisions shall apply:

The Fire Chiefs of the City and the County, or their designees, shall determine the operational procedures for the most appropriate unit response, regardless of boundaries, to be employed by the parties in the implementation of Automatic Aid and shall instruct the Sarasota County Consolidated Communication Center on the operational procedures for the routing of Automatic Aid calls. The Computer Aided Dispatch (CAD) system shall reflect the areas in which Automatic Aid shall be rendered or received by either party.

The responding party shall respond with appropriate manpower and equipment consistent with the party's Recommended Operating Guidelines (ROGs) regardless of whether the site of the fire or medical emergency lies outside the borders of that party's jurisdiction.

3. **Supplementary Agreements.** Supplementary agreements between the parties may be required to effectuate the purpose of this Agreement, including, but not limited to, agreements to address details as to methods of requesting assistance, automatic aid, or specialized services.
4. **Requesting and Providing Assistance.** The assistance to be rendered pursuant to this Agreement could be requested directly for the immediate incident or could be provided at prearranged levels for predefined circumstances through this Agreement. The extent of the assistance to be furnished is subject to the exercise of discretion on the part of the party furnishing such assistance in order that protection of lives and property within the service area of the furnishing party shall not be impaired.
5. **Extra-Jurisdictional Service.** When a party to this Agreement responds to a fire or other emergency reported to be in its service area and finds, subsequently, that the incident is within the service area of the other party to this Agreement, it shall by any available expeditious means, immediately notify the other party, and until advised by such other party to discontinue its services at such fire or emergency, the responding party shall for the

purpose of this Agreement be deemed to have been requested to respond.

6. Supervision. The personnel furnished will work, insofar as possible, under their own supervisors, and the equipment furnished will, insofar as possible, be operated by the personnel of the party furnishing the equipment. The overall command of the forces engaged in controlling a particular emergency situation shall be retained by the appropriate authority of the party having jurisdiction.
7. Compensation for Services. No party furnishing assistance pursuant to this Agreement shall be entitled to compensation for services rendered to the other party, it being understood that the respective covenants contained in this Agreement shall constitute the sole consideration for such services, unless established by separate agreement(s) in accordance with Section "3" of this Agreement.

Any services performed or expenditures made in connection with the furnishing of assistance shall conclusively be presumed to be for the direct protection of the habitant and property of the party requesting the assistance and for the direct benefit of all the inhabitants and citizens of the County and the City.

When the services provided involve a billable service, such as emergency medical transport, the party providing the service shall be responsible for billing and collection.

8. Review of Services. It is mutually understood that this Agreement only covers out of the ordinary calls for service and does not relieve either party hereto from the necessity and obligation of furnishing adequate fire and rescue protection within their own service area to handle normal call volumes. Normal call volume shall be defined as that volume which does not routinely require resources from the other party. Neither party shall rely on the other for normal day-to-day responses outside of specialized resources. The Fire Chiefs of County and City shall determine if such is occurring by reviewing the number of fire and medical responses either party provides to the other every three (3) months starting with the date of this agreement. Each 24-hour period (0800-0800) shall be examined.
9. Duration of Agreement; Amendment; Termination. This Agreement shall remain in effect for a period of three (3) years, and may be extended for additional three (3) year periods. This Agreement may be amended only by the mutual consent of the parties, and in the same manner as the original adoption of this Agreement. This Agreement may be terminated, without cause and without penalty, by either party upon ninety (90) days written notice to the other party at the following address:

To the City:

Ed Lavallee, City Manager
City of Venice
401 W. Venice Ave.
Venice, FL 34285
941-486-2626
elavallee@venicegov.com

To the County:

Jonathan Lewis, County Administrator
Sarasota County
1660 Ringling Blvd.
Sarasota, FL 34236
941-861-5111
jlewis@scgov.net

10. Third-Parties. This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third-party or parties, and no third-party or parties shall have a right of action hereunder for any cause whatsoever.
11. Expenses. The party furnishing any equipment pursuant to this Agreement shall bear the loss or damage to such equipment and shall pay any expenses incurred in the operation and maintenance thereof. Each party shall be responsible for compensation and benefits of its employees and not of the other party's employees. The party which furnished assistance pursuant to this Agreement shall compensate its employees during the time of the rendering of such assistance and shall defray the actual travel and maintenance expenses of such employees while they are rendering such assistance, including any amounts paid or due for compensation to personal injury or death while such employees are engaged in rendering such assistance.
12. Liability and Damages. It is mutually understood and agreed that any party which furnishes any assistance pursuant to this Agreement shall bear the loss or damage incurred in the operation caused by its employees. Furthermore, any party, whether requesting or responding, will bear the liability or damage imposed by law arising from any negligent act or omission of any of its employees undertaken pursuant to this Agreement and such party is not required to indemnify the other party for such liability or damages. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief disability, workers compensation, salary, death, and other benefits which apply to the activity of such employees of any such party when performing their respective functions within the jurisdiction 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 extraterritorial under the provision of this Agreement. The provisions of this Section shall apply with equal effect to paid, volunteer, and auxiliary employees.
13. Claims; Venue. 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 SARASOTA COUNTY, Florida.
14. Dispute Resolution. In the event of a dispute between City and County under this Agreement, the City Manager and the County Administrator or their respective designee(s) shall review such dispute and negotiate a mutually acceptable resolution. The mutual

decision of the City Manager and County Administrator shall be final. In the event the City Manager and the County Administrator are unable to agree, the matter shall be referred to the respective Commissions who may jointly elect to hold a joint meeting to resolve the matter. This process shall substitute for the dispute resolution process set forth in Chapter 164, Florida Statutes.

15. Waiver of Jury Trial. The City and County hereby expressly agree that in the event of litigation regarding this Agreement, any and all rights to a jury trial are waived.
16. Severability. If a term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
17. Effective Date. This Agreement shall be effective immediately upon recording of a certified fully executed copy in the Official Records of Sarasota County pursuant to Section 163.01(11), Florida Statutes.

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[EXECUTION PAGES TO FOLLOW]

IN WITNESS WHEREOF, the CITY OF VENICE, FLORIDA, has caused this Agreement to be executed by its Mayor and affixed its official seal, attested to by its Clerk, pursuant to the authorization of the Venice City Commission, and SARASOTA COUNTY, FLORIDA, has caused this Agreement to be executed by its Chair and affixed its official seal, attested to by its Clerk, pursuant to the authorization of its Board of County Commissioners, on the day and year indicated below.

DATED this _____ day of _____, 2020 by the City of Venice, Florida

CITY OF VENICE, FLORIDA

BY: _____
Ron Feinsod, Mayor

ATTEST:

Lori Stelzer,
City Clerk

Approval as to form and correctness:

Kelly Fernandez, City Attorney

DATED this 9th day of September, 2020 by Sarasota County

BOARD OF COUNTY COMMISSIONERS OF
SARASOTA COUNTY, FLORIDA

By: _____

Chair

ATTEST

Karen E Rushing, Clerk of
Circuit Court and Ex Officio
Clerk of the Board of County
Commissioners of Sarasota
County, Florida

BY: _____

Deputy Clerk

Approval as to form and correctness:

Frederick J. Elbrecht, County Attorney