



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Olmsted Bradley (Dept) Fire-Rescue - 3310

Last First

(Title) Division Chief (Phone) 352-671-8307

Signature Bradley Olmsted Date 10/4/2024

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: New Document Review & Comment RESUBMIT LRM No. _____

Approve as to Form Other

Description of Request

Please review and comment on Interlocal agreement between Marion County and Levy County for Fire Rescue Services

For more information or discussion, contact: Same as above

(Name) _____ (Title) _____ (Phone) _____

Last First

Agenda Item? Yes No Agenda Date: _____

Agenda Deadline Date for Legal: _____ Agenda Deadline Date for Admin: _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2024-879

Assigned to: Matthew Guy Minter, County Attorney Dana E. Olesky, Chief Asst. County Attorney Thomas Schwartz Asst. County Attorney Valdoston Shealey Asst. County Attorney

Outcome: Approved as to form and legal sufficiency Date Received: _____

Approved with revisions: Suggested Completed

Other: _____

Attorney Signature: Thomas Schwartz Date: 10/28/24

Staff Signature: [Signature] Date: 10/28/24 Returned: Department Admin

Completed

RECEIVED
By Victoria Ryder at 9:54 am, Oct 04, 2024

INTERLOCAL AGREEMENT
BETWEEN
LEVY COUNTY
AND
MARION COUNTY
Titled:
LEVY / MARION MUTUAL-AID RESPONSE PLAN

RECITALS

THIS INTERLOCAL AGREEMENT (the “Agreement”) dated this 19th day of November is between LEVY COUNTY (COUNTY), a political subdivision of the State of Florida and MARION COUNTY (AGENCY), a political subdivision of the State of Florida.

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 252.40, 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 subject to 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.

Section 2. Procedures for Requesting Emergency Assistance

1. Response to all emergencies shall be by request. 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 party's dispatch center via the information identified in the "Implementation Plan" attached Appendix "A" to this document and incorporated as is stated herein.

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 incidental 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 Marion County Fire Chief or designee and the Levy 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 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 Levy County Fire and EMS or Marion County 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, Responsibilities and Mutual Indemnification 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.
5. COUNTY and AGENCY shall each be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of Section 768.28, Florida Statutes, by any Party. Nothing herein shall be construed as consent by any Party to be sued by third parties for any matter arising out of the Agreement.

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 shall remain in effect until terminated by mutual agreement in writing of both parties. 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, if any, 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, Levy County hereby authorizes Marion County Fire Rescue to perform the duties and services required herein.

Pursuant to this Interlocal Agreement, Marion County Fire Rescue hereby authorizes Levy 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 LEVY COUNTY:
BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**

Danny J. Shipp
CLERK OF THE CIRCUIT COURT AND
EX-OFFICIO CLERK TO THE BOARD

Desiree Mills
CHAIRMAN, LEVY COUNTY BOARD OF
COUNTY COMMISSIONERS

APPROVED AS TO FORM AND LEGALITY:

Nicolle Shalley, COUNTY ATTORNEY

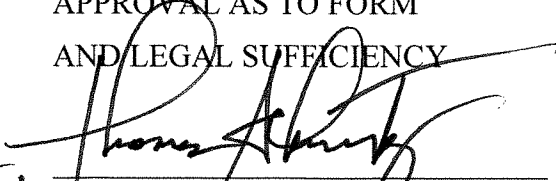
ATTEST:

**AS TO MARION COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS**

GREGGORY C. HARRELL, CLERK

MICHELLE STONE, CHAIRMAN

APPROVAL AS TO FORM
AND LEGAL SUFFICIENCY

for! 

MATTHEW MINTER, COUNTY ATTORNEY

APPENDIX - A

Implementation Plan

This Implementation Plan has been created and agreed to by the Fire Chiefs of Levy County Fire & EMS and Marion 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, Levy County and Marion County 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 (mutual aid by request only).
- 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.) Marion County dispatch center will notify the Levy County dispatch center @ (352) 486-5114.
 - ii.) The Levy County Fire & EMS dispatch center will notify the Marion County dispatch center @ (352) 369-6779.
- b) This applies to all requests, automatic or otherwise.

4) Radio Communications

- a) Units from Levy County Fire & EMS, when responding into areas whose primary fire protection coverage is Marion County Fire Rescue's will communicate with Marion County Fire Rescue units on radio frequencies identified by Marion County Fire Rescue.
- b) Units from Marion County Fire Rescue, when responding into areas whose primary fire protection coverage is Levy County Fire & EMS, will communicate with Levy County Fire & EMS units on radio frequencies identified by Levy 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 8Tac90
 - b. Florida Interoperability Network (FIN), relayed through the Communication Centers.
 - c. Face-to-face communications on scene.