



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Olmsted Bradley (Dept) Fire-Rescue - 3310
 Last First
 (Title) Division Chief (Phone) 352-671-8307
 Signature [Signature] Date 09/18/2024

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 Citrus 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. 2024-837

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
 Approved with revisions: Suggested Completed
 Other:

Date Received:

RECEIVED
 By Victoria Ryder at 10:01 am, Sep 20, 2024

Attorney Signature: [Signature] Date 10/21/24
 Staff Signature: [Signature] Date: 10/21/24 Returned: Department Admin
 Completed

**INTERLOCAL AGREEMENT
BETWEEN
CITRUS COUNTY, FLORIDA
AND
MARION COUNTY, FLORIDA
Titled:
MARION/CITRUS MUTUAL-AID/AUTOMATIC-AID
RESPONSE PLAN**

RECITALS

THIS INTERLOCAL AGREEMENT (the Agreement) dated this 19th day of November, 2024 is between MARION COUNTY, FLORIDA (COUNTY), a political subdivision of the State of Florida and CITRUS COUNTY, FLORIDA (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, Section 252.34, 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 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 Agreement 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 the 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 Party.
- b. Response and training related to specialty teams will be governed, as appropriate, by the terms of this agreement in Appendix A.

(b) Automatic Aid

The parties agree to provide automatic aid, described as the automatic dispatch of pre-specified fire department apparatus from the fire department providing the “aid” to the fire department primarily responsible for the property location.

1. The Parties hereby agree that each will provide primary fire protection services within their respective counties. To ensure the highest level of protection possible, the parties agree to provide closest unit response to the location of the emergency and other areas of Marion County and Citrus County as identified.
2. Marion County agrees to utilize Citrus 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.
3. Citrus County agrees to utilize Marion County Fire Rescue to respond automatically to structural fire responses in the area as defined in Appendix B, attached and incorporated herein.

Section 2. Procedures for Requesting Emergency Assistance

1. Response to all emergencies shall be by request except as identified in Section 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.
2. The requesting party shall contact the providing party’s dispatch center via the information identified in the “Implementation Plan” attached as Appendix “A”.
3. Responses to structure fires in the areas identified in Appendix B shall be automatically dispatched based upon the dispatch procedures of the requesting agency. No formal request need be made by responding units to initiate assistance. Response notification will be handled between the respective communication centers.

Section 3. Duties and Level of Service

1. No department, officer or employee of the parties may 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 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.

3. Disputes or disagreements as to the level of services and the standards of performance shall be reported by the complaining party to the Fire Chief or 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 Citrus County Fire Chief or designee and the Marion 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 parties agree that the Automatic Aid portion of this agreement will be reviewed and revised periodically. The map and description of the defined geographic area is in Appendix B. The parties further agree that the Mutual Aid portion of this agreement is applicable in a geographical region that is the primary response area of Marion County Fire Rescue or Citrus County Fire Rescue.
5. A 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 County where the emergency exists.
 - a. The Incident Commander in charge on scene of the emergency shall communicate orders and directions to the responding party's Officer in Charge via the designated radio channel or face-to-face.
 - b. The County 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 against 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 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 County'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 provision 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 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 party 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 party furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray all associated employee costs while the employee is rendering aid.
4. The requesting party shall either replace, or provide reimbursement for, those nontraditional extraordinary services or consumable materials, which were used by the responding party 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 party 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 items(s) used.

Section 7. Term of Agreement

1. This Agreement shall commence at 12:00 AM on the date of full execution of both parties and continue through midnight on September 30, 2025, at which time this Agreement shall automatically renew for one-year periods unless terminated by either party as provided for below, modified by mutual agreement of the parties, or terminated by operation of law.

2. This Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party.

Section 8. Public Records Requirements

1. Both parties, shall, at all times, comply with Section 119.0701(b), Florida Statutes.
2. IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OTHER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT JAMES BLEVINS, CUSTODIAN OF PUBLIC RECORDS, AT 352-438-2380, MARION COUNTY BOARD OF COUNTY COMMISSIONERS, 601 SE 25TH AVE., OCALA, FL 34471 OR VIA EMAIL AT JAMES.BLEVINS@MARIONFL.ORG FOR MARION OR VICKI AUSTIN, CUSTODIAN OF PUBLIC RECORDS, AT 352-527-5235, CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS, 3600 W. SOVEREIGN PATH, LECANTO, FL 34461 OR VIA EMAIL AT RECORDSREQUEST@CITRUSBOCC.COM, FOR CITRUS.

Section 9. Implementation

The parties have met and prepared an implementation plan identified in the Appendix of this Agreement.

Section 10. Authorization

Pursuant to this Interlocal Agreement, Marion County hereby authorizes Citrus County Fire Rescue to perform the duties and services required herein.

Pursuant to this Interlocal Agreement, Citrus County hereby authorizes Marion County Fire Rescue 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.

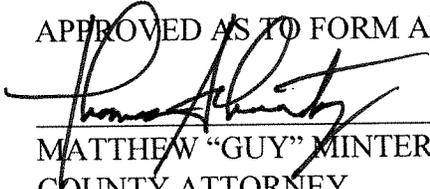
ATTEST:

MARION COUNTY, FLORIDA:

GREGORY C. HARRELL,
CLERK

MICHELLE STONE
CHAIRMAN, MARION COUNTY BOARD
OF COUNTY COMMISSIONERS

APPROVED AS TO FORM AND LEGALITY:

For: 

MATTHEW "GUY" MINTER,
COUNTY ATTORNEY

CITRUS COUNTY, FLORIDA:

ANGELA VICK,
CLERK

HOLLY L. DAVIS
CHAIRMAN, BOARD OF COUNTY
COMMISSIONERS OF CITRUS
COUNTY, FLORIDA

APPROVED AS TO FORM FOR
RELIANCE OF CITRUS COUNTY ONLY

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

APPENDIX – A

Implementation Plan

This Implementation Plan has been created and agreed to by the Parties.

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, Marion County and Citrus 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 County, 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 County receiving aid upon request.
- c) The automatic aid response into either county shall consist of a structural fire engine. 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 Party providing the response and based on availability of requested resources.
- d) Both fire departments agree to abide by the requirements found in Florida Administrative Code 69A-62 and provide only personnel who have attained a minimum of Firefighter I certification.

2) Types of Incidents

- a) Structure fires (Automatic aid)
- 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).

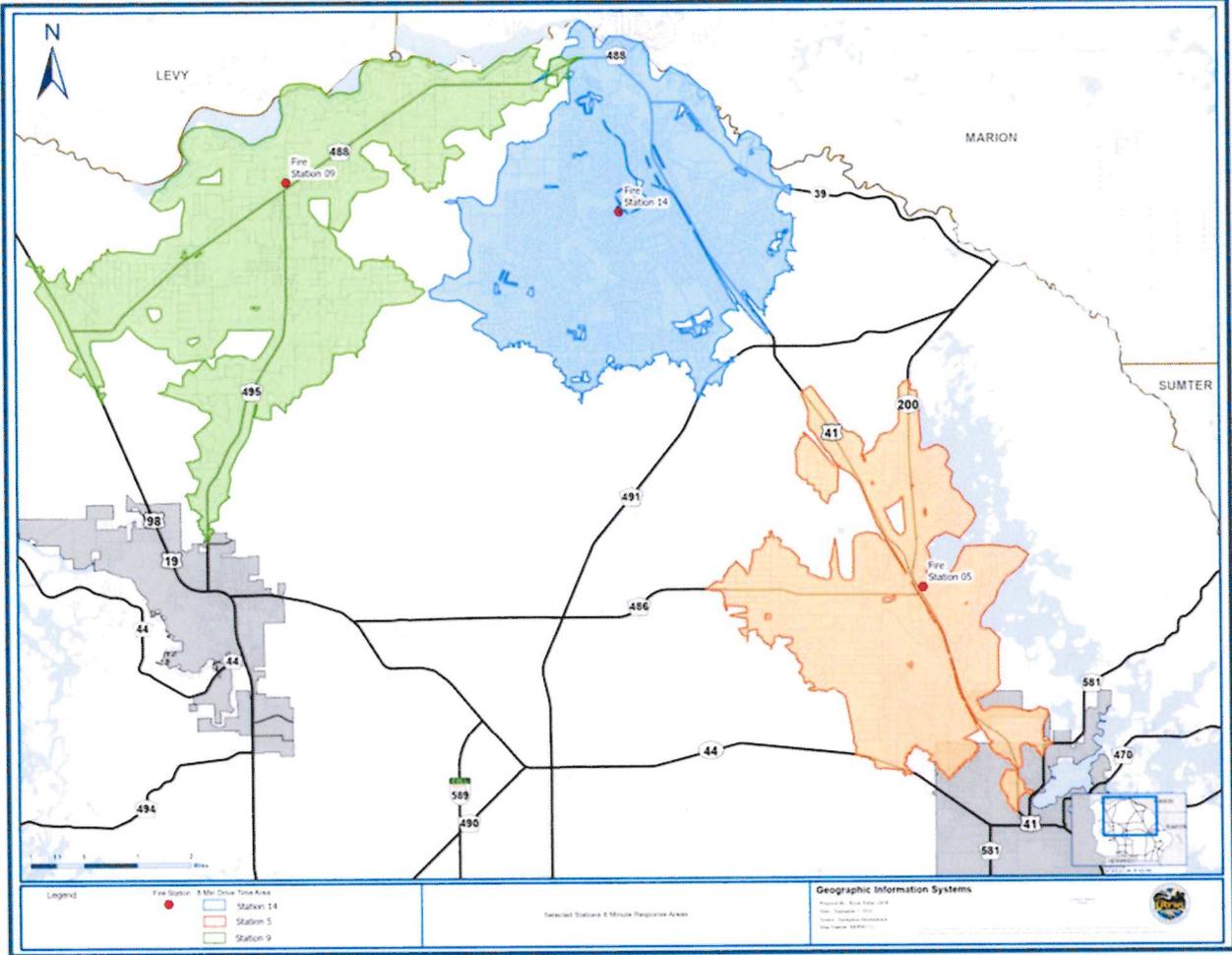
3) Notification

- a) All requests for assistance will be made by each respective communication center contacting the other via pre-determined phone numbers.
 - i.) Citrus County dispatch center will notify the Marion County Fire Rescue dispatch center @ (352) 732-9111.
 - ii.) The Marion County Fire Rescue dispatch center will notify the Citrus County dispatch center @ (352) 746-2555.
- b) This applies to all requests, automatic or otherwise.

4) Radio Communications

- a) Units from Marion County, when responding into areas whose primary fire protection coverage is Citrus County will communicate with Citrus County units on radio frequencies identified by Citrus County.
- b) Units from Citrus County, when responding into areas whose primary fire protection coverage is Marion County, will communicate with Marion County units on radio frequencies identified by Marion County.
- c) If the radio systems are incompatible for communication with each other; then the units will communicate through the following options:
 - a. National Mutual Aid Network 8Tac91
 - b. Florida Interoperability Network (FIN), relayed through the Communications Centers.
 - c. Face-to-Face communications on scene.

APPENDIX – B



MCFR Stations 3 & 22 - 8 Minute Response Overlay

