

Res 07-302

**Emergency 9-1-1 DISPATCH  
INTERLOCAL AGREEMENT**

THIS AGREEMENT is made and entered into this 22nd day of October, 2007, by and between the City of St. Augustine, a Florida municipal corporation located in St. Johns County (hereinafter "St. Augustine"), and St. Johns County, a political subdivision of the State of Florida (hereinafter "St. Johns"), by each party's respective Board of Commissioners for its Fire Rescue Departments, who agree as follows:

WHEREAS, the parties presently maintain and operation separate emergency communications centers to dispatch firefighting and rescue equipment and associated personnel; and

WHEREAS, this Agreement is undertaken for the benefit of the citizens of the City of St. Augustine and St. Johns County so that, via cooperative effort, the parties may make the most efficient use of their resources, and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and other applicable law;

NOW, THEREFORE, the parties hereby agree to the following stipulations, provisions, and conditions:

**Section 1. Effect of Recitals**

The above recitals are incorporated into the body of this Agreement, and such recitals are adopted as Findings of Fact.

**Section 2. Intent and Purpose of Agreement**

This Agreement is entered into for the purpose of more efficiently processing emergency 9-1-1 calls with regard to fire/rescue emergency (9-1-1) radio dispatched calls only. It is the intent of both parties that the St. Johns County Fire Rescue Communications Center receive emergency fire/rescue calls originating from within St. Augustine for radio dispatch purposes, via transfer from the City of St. Augustine Police Department Communications Center.

Therefore, the parties agree to the following:

- a. Upon receipt of an emergency fire/rescue (9-1-1) call transferred from the City of St. Augustine Police Department Communications Center, St. Johns will dispatch the closest appropriate fire/rescue unit(s) from St. Johns County's Fire Rescue Communications Center.
- b. Thereafter, St. Johns will dispatch any additionally required fire/rescue units from the closest appropriate location, as determined by St. Johns, to the location of the emergency and will continue to provide emergency radio dispatch service for that unit

or those units throughout the period of time when said unit(s) is at the location of the emergency.

- c. When providing emergency fire and rescue dispatch service to a transferred St. Augustine emergency fire/rescue (9-1-1) call, St. Johns agrees to provide a level of service, which equals the standard service provided by County fire/rescue personnel.

The intent of this Agreement is to provide the most efficient radio dispatching services to the responding fire and emergency medical units of St. Augustine and St. Johns. This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party, nor is it the intention of the parties to combine their individual departments into a single department, in order to provide the services encompassed by this Agreement.

The intent of this Agreement is that the parties shall at all times act as independent governmental entities.

### Section 3. Employee Status

Persons employed by St. Augustine or St. Johns, 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 officers and employees of the other party to this Agreement. Further, this Agreement does not create any third party beneficiary status to any person employed by either St. Augustine, or St. Johns.

### Section 4. Liabilities and Responsibilities of Parties

- a. Without waiving sovereign immunity pursuant to Florida Statutes Section 768.28, each party will hold harmless and indemnify the other from and against any, and all claims, demands, causes of action, losses, damages, penalties and expenses, including attorneys' fees, arising from or incurred because of any loss or damage sustained as a result of the indemnifying party, its agents or their employees' failure to comply with the provisions of this Agreement, and/or their negligent acts or omissions, to the extent permissible by Florida Law. Nothing herein shall be deemed a waiver, express or implied, of either parties' sovereign immunity, or an increase in the limits of liability pursuant to Florida Statutes Section 768.28. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract or any act or omission of any party, its agents or its employees.
- b. No party hereto or its respective officers or employees shall assume any liability for the acts, omissions, or negligence of the other party or its respective officers or employees.

- c. All of the respective privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all pensions and relief, disability worker's compensation, and other benefits, as held by each party, respectively, shall be unaffected by this Agreement.
- d. All costs associated with the compensation and benefits for personnel shall be borne by the party employing said personnel unless otherwise agreed upon in an amendment to this Interlocal Agreement, which is reduced to writing and executed between the parties.
- e. St. Augustine shall be responsible to properly transfer appropriate fire and emergency medical calls originating within the City of St. Augustine to St. Johns County's Fire Rescue Communication Center.

#### Section 5. Resolution of Disputes

In the event of a dispute or disagreement with regard to the terms of this Agreement that goes unresolved as between the respective parties, each party agrees to bear its own attorney's fees and costs incurred in connection with any and all administrative or judicial proceedings that may occur.

#### Section 6. Term of Agreement

The term of this Agreement shall begin on the date of execution by both parties and shall remain in effect until 11:59 pm on September 30, 2012. However, either party may terminate this Agreement without cause by giving at least ninety (90) days written notice to the other party. Any notice of correspondence required under this Agreement shall be provided in writing to the other party's representative at the following address:

St. Johns County Fire Rescue Chief  
4455 Avenue A, Suite 100  
St. Augustine, Florida 32095

City of St. Augustine Fire Chief  
101 Malaga Street  
St. Augustine, Florida 32084

#### Section 7. Consideration

The governing bodies of each jurisdiction recognize the mutual benefits that may be afforded to its citizens by the Agreement, and agree that the consideration for this Agreement shall be the mutual covenants, conditions and agreements contained in the Agreement, together with other good and value considerations, the receipt and sufficiency of which are hereby


acknowledged. Parties to this Agreement shall not be required to pay compensation to any of the other services rendered hereunder, provided that the total number of responses shared between the two jurisdictions remains acceptable to each party.

## Section 8. General Provisions

- a. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in once instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.
- b. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement.
- c. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. The Venue for any action relating to the construction, interpretation, of enforcement of this Agreement shall be in a court of competent jurisdiction located in St. Johns County, Florida.
- d. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those at to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- e. **Integration:** Parties agree that this Agreement sets for the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the dispatching of fire rescue units, whether written or oral.
- f. **Assignment:** In light of the scope and rationale for this Agreement, neither St. Johns nor St. Augustine may assign, transfer, and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either St. Johns, or St. Augustine assign or transfer, or sell any of the rights noted in this Agreement without such prior express written approval of the other party, then notwithstanding any other provision of this Agreement, such action on the part of either St. Johns or St. Augustine shall result in the automatic termination of this Agreement, without further notice or action required on the party of the other party.
- g. This Agreement shall be filed with both the Clerk of the Circuit Court of St. Johns County, Florida, and with the Clerk for St. Augustine, Florida.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day, month, and year above written.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

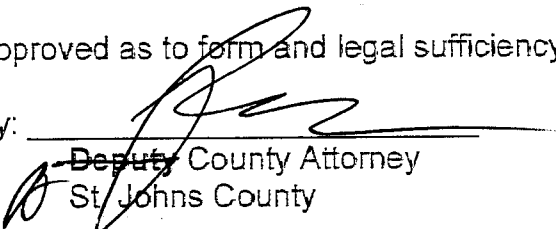
By:   
Ben Rich, Chairman

Date: 10/18/07

ATTEST:

By:   
Deputy Clerk

Approved as to form and legal sufficiency

By:   
Deputy County Attorney  
St. Johns County

City of St. Augustine Commission

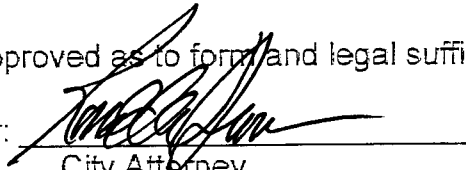
By:   
Joe Boles, Mayor

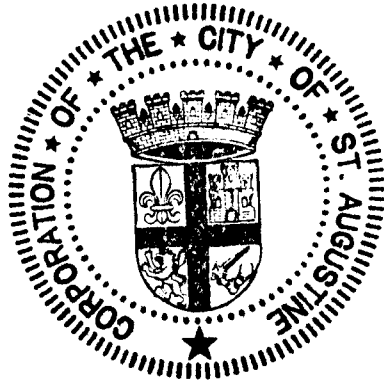
Date: 10-22-07

ATTEST:

By:   
City Clerk

Approved as to form and legal sufficiency

By:   
City Attorney  
City of St. Augustine



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IN WITNESS WHEREOF, the parties have set their hands and seals on the day, month, and year above written.

APPENDIX – A

The following is provided as a general response area for out of jurisdiction Automatic Aid. Such response should be consistent with mutually agreed upon dispatch policies of the respective parties of the agreement. Dispatch policies are subject to change as the needs and requirements of the parties of this agreement dictate.

St. Johns County

St. Augustine Fire Department will respond to Emergency Service Numbers (ESN) 118, 137, 602, 603 and 828.

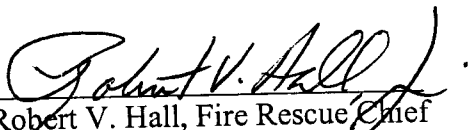
City of St. Augustine


St. Johns County will respond to ESN 122, 129, 135 and 601.

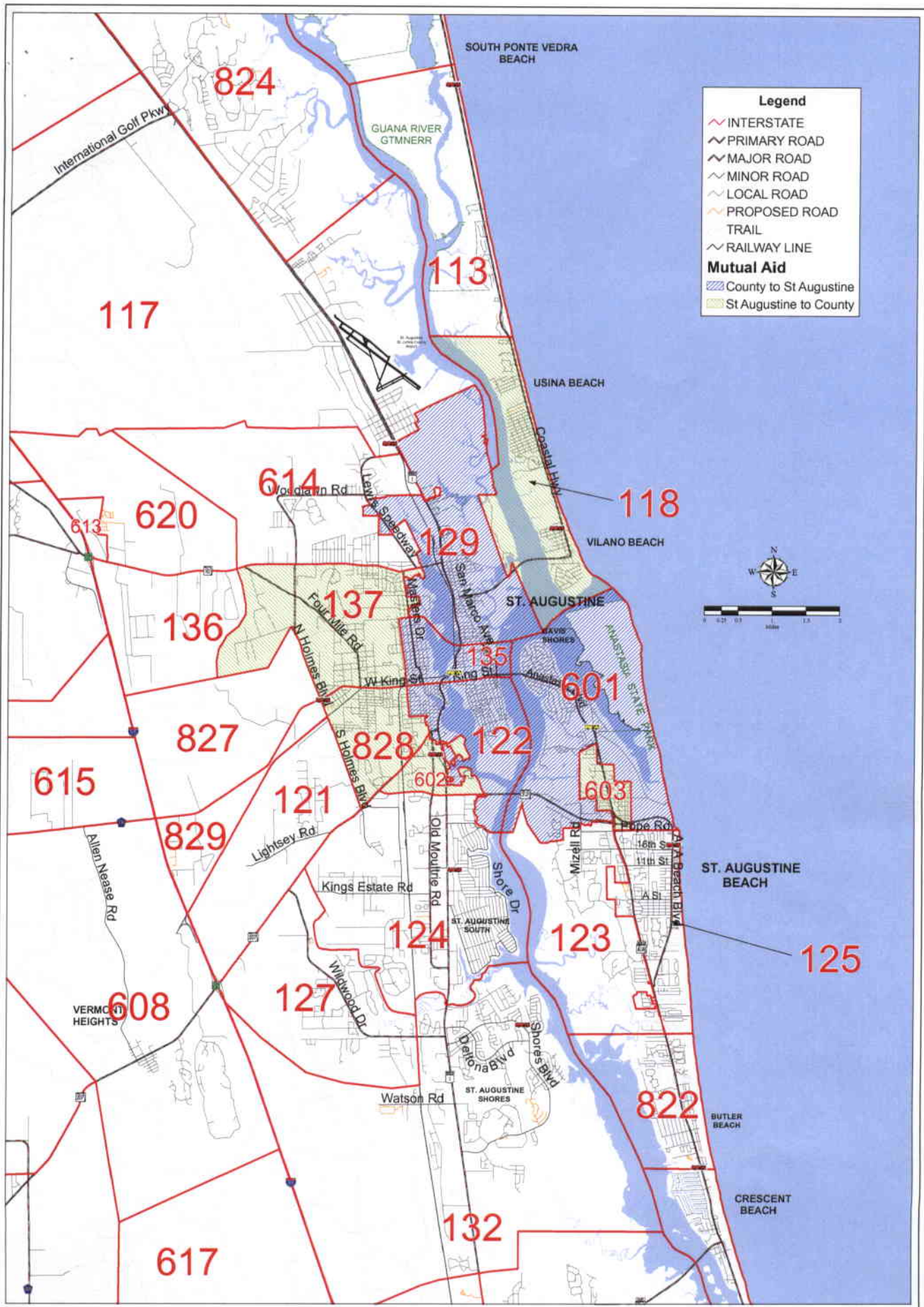
Attachment

Refer to attached map for boundary identification.

Reviewed:

  
Robert V. Hall, Fire Rescue Chief  
St. Johns County Fire Rescue  
St. Johns County, FL

  
Michael S. Arnold, Fire Chief  
St. Augustine Fire Depart.  
St. Augustine, FL

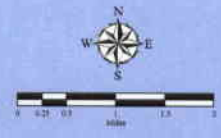


**Legend**

- ~ INTERSTATE
- ~ PRIMARY ROAD
- ~ MAJOR ROAD
- ~ MINOR ROAD
- ~ LOCAL ROAD
- ~ PROPOSED ROAD
- ~ TRAIL
- ~ RAILWAY LINE

**Mutual Aid**

- County to St Augustine
- St Augustine to County



## Mutual Aid for St Johns County and the City of St Augustine

**DISCLAIMER:**  
 This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.  
 Map Prepared: 4/22/2005

