

AUTOMATIC AID/CLOSEST UNIT RESPONSE  
AGREEMENT

This Agreement is made this 16<sup>th</sup> day of October 1990, by and between the City of Belleair, a political subdivision of the State of Florida, 901 Ponce De Leon \*Boulevard, Belleair, Florida (hereinafter referred to as "**BELLEAIR**"); the City of Belleair-Bluffs, a political subdivision of the State of Florida 115 Florence Drive, **Belleair** Bluffs, Florida, (hereinafter referred to as "**BELLEAIR BLUFFS**"); the City of Clearwater, political subdivision of the State of Florida, 610 Franklin Street, Clearwater, Florida, (hereinafter referred to as "**CLEARWATER**"); the City of Dunedin, political subdivision of the State of Florida, 737 Loudon Avenue, **Dunedin**, Florida (hereinafter referred to as "**DUNEDIN**"); the East Lake Fire and Rescue,, a fire district of Pinellas County Florida, 1655 Tarpon Lake Boulevard, Palm Harbor, Florida (hereinafter referred to as "**EAST LAKE**"); the City of Gulfport, political subdivision of the State of Florida, 2401 53rd Street South, Gulfport, Florida, (hereinafter referred to as "**GULFPORT**"); the Indian Rocks Special Fire Control District, a fire control district of the State of Florida, 304 First Street, Indian rocks Beach, Florida, (hereinafter referred to as the '**INDIAN ROCKS**'); the City of Kenneth City, a political subdivision of the State of Florida, 4600 58th Street North, Kenneth City, Florida, (hereinafter referred to as "**KENNETH CITY**"); the City of Largo, a political subdivision Of the State of Florida, PO Box 296, Largo, Florida, (hereinafter referred to as "**LARGO**"); the Lealman Fire/Rescue Company, a fire control district of Pinellas County, Florida, 4017 56th Avenue North, St. Petersburg, Florida, (hereinafter referred to as '**LEALMAN**'); the City of Madeira Beach, a political subdivision Of the State of Florida 300 Municipal Drive, Madeira Beach, Florida,

(hereinafter referred to as "MADEIRA BEACH"); the City of Oldsmar, a political subdivision of the State of Florida, PO Box 100, Oldsmar, Florida, (hereinafter referred to as "OLDSMAR"); the Palm Harbor, Special Fire Control District, 250 West Lake Road, Palm Harbor, Florida, (hereinafter referred to as "PALM HARBOR"); Pinellas County, a political subdivision of the State of Florida, 400 South Fort Harrison Avenue, Clearwater, Florida, (hereinafter referred to as the "COUNTY"); the City of Pinellas Park, a political subdivision of the State of Florida, 5141 78th Avenue North, Pinellas Park, Florida, (hereinafter referred to as "PINELLAS PARK"); the City of Redington Beach, a political subdivision of the State of Florida, 101 164th Avenue, Redington Beach, Florida, (hereinafter referred to as "REDINGTON BEACH"); the City of Safety Harbor, a political subdivision of the State of Florida, 700 Main Street, Safety Harbor, Florida, (hereinafter referred to as "SAFETY HARBOR"); City of St. Petersburg, a political subdivision of the State of Florida, 400 9th Street South, St. Petersburg, Florida, (hereinafter referred to as "ST. PETERSBURG"); City of St. Petersburg Beach, a political subdivision of the State of Florida, 7301 Gulf Boulevard, St. Petersburg Beach, Florida, (hereinafter referred to as "ST. PETERSBURG BEACH"); the Seminole Fire Rescue, a fire control district of Pinellas County, Florida, 11195 70th Avenue North, Seminole, Florida, (hereinafter referred to as "SEMINOLE"); the City of South Pasadena, political subdivision of the State of Florida, 911 Oleander Way south, south Pasadena, Florida, (hereinafter referred to as "SOUTH PASADENA"); the City of Tarpon Springs, a political subdivision of the State of Florida, 325 East Lemon Street, Tarpon Springs, Florida, (hereinafter referred to as "TARPON SPRINGS"); the City of Treasure Island, a political

subdivision of the State of Florida, 180 108th Avenue, Treasure Island, Florida, (hereinafter referred to as "TREASURE ISLAND");

WITNESSETH:

WHEREAS, the fire service districts and cities desire to provide a uniform emergency response system, known as an "Automatic Aid/Closest Unit Response"; and

WHEREAS, said fire service providers are not restricted by local, county, state or federal statute or laws from assisting neighboring providers in controlling or extinguishing fires or other emergencies; and

WHEREAS, city and jurisdictional boundaries may be common between two (2) or more fire service providers; and

WHEREAS, calls for assistance occur in areas where a neighboring jurisdiction's emergency units may be closer or available quicker for an emergency response; and

WHEREAS, delays in responding to certain emergency situations, due to availability of emergency apparatus or personnel because of distance or operational status, may result in more severe conditions involving loss of life, injury or loss of property; and

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

WHEREAS, this Agreement is intended to provide a remedy for jurisdictional problems that could result from the use of facilities, equipment or personnel shared in common by the parties at such emergencies; and

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

NOW THEREFORE, in consideration of the covenants and promises herein contained, it is mutually agreed between the parties as follows:

DEFINITIONS

SECTION 1

A. Local Authority - The authority having the responsibility to provide the Primary Emergency response in a certain jurisdiction.

B. Closest Unit Response - the unit which is pre-determined to be the closest to the emergency scene and which is dispatched first without regard to the <sup>s</sup>jurisdiction where an emergency occurs.  
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C. Automatic Aid - The process for automatically assisting in controlling an emergency situation. This entails the dispatch of the formal "Runcards".

D. **Runcards** - the systematic response on a pre-determined basis of the emergency units. **Runcards** are accessed in the computer aided (CAD) system and dispatched on the recommendation of the CAD system.

SECTION 1 (Continued)

E. Incident Commander - the person who assumes overall command of personnel, apparatus, equipment and operations at the incident scene.

SECTION 2

An emergency response -run card system, hereafter called "Runcards", will be maintained by the Pinellas County Emergency Communications System.

A. Said runcards will be prepared to indicate the closest or most appropriate emergency units to respond to each type of emergency situation as determined by the local authority.

B. Runcards will be monitored and changes requested only by the local authority directly affected in coordination with other affected department or agencies.

C. Each fire service provider agrees to respond available units in accordance with the established runcards.

SECTION 3

During or prior to an impending local or area-wide disaster such as, but not limited to, hazardous material incident, tornado, hurricane or major fire, the local authority may withdraw that jurisdiction's responses from the runcard system and retain control locally of all responses of that agency's emergency units. Normal operation will be resumed by the COUNTY Central Dispatch upon notification by the local authority.

#### SECTION 4

Units responding to an emergency into another jurisdiction shall be under the command and control of the incident commander until released.

#### SECTION 5

Representatives of each emergency services agency will meet regularly to review communications and operational procedures. said meeting will be known as the "Users' Meeting" and be coordinated by the Pinellas County Director of Emergency Communications.

#### SECTION 6

The service provided herein by the parties shall be provided without cost to the other parties and no cost against any party shall be assessed by the other parties unless consented to by formal action of the party's governing body.

#### SECTION 7

The parties hereto agree that all acts and omissions of each party's employees, are performed as agents of the employing party. The employees of one party shall not be deemed to be the agent of another party by performing any function under the terms of this Agreement.

#### SECTION 8

The parties agree that each will defend, indemnify and save the other harmless due to the negligent acts of its own employees, officers, or agents, including volunteers, or due to its negligent

## SECTION 8 (Continued)

operation of equipment. The parties shall each be obligated to indemnify and hold harmless the other under this Agreement only to the extent that the other may be held liable under Section 768.28, Florida Statutes, as the same may be amended from time to time. This section shall not be construed as waiving any defense or limitation which any of the parties may have against any claim or cause of action by any person not a party to this Agreement.

## SECTION 9

The initial term of this Agreement shall be for a term beginning the date the last party executes this Agreement and to remain effect during the period of time that the Pinellas County Board of County Commissioners provides emergency communications services to each fire service provider. If any party expresses its intent to withdraw from this Agreement, the party shall provide written notice to all other parties no less than ninety (90) days in advance of the date of withdrawal.

## SECTION 10

Notices provided for herein or related to the subject matter of this Agreement shall be provided to the attention of the responsible agent at the aforementioned addresses:

## SECTION 11

This Agreement shall become effective upon execution by the appropriate officers of the respective parties and upon filing with the Clerk of The Circuit Court. Failure of any City or Fire Service

SECTION 11 (Continued)

Provider to sign this agreement will not affect the agreement as signed by other providers.

SECTION 12

IN WITNESS WHEREOF, the parties hereto have hereto set their hands and seal this 16<sup>th</sup> day of October, 1990.

ATTEST:  
KARLEEN F. DE BLAKER, CLERK

by:

G. K. West  
Deputy Clerk

PINELLAS COUNTY, FLORIDA,  
by and through its Board  
of County Commissioners

by:

Paul T. Riney  
Chairman

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

by:

M. J. [Signature]  
Attorney