

INTERLOCAL AGREEMENT  
FOR EMERGENCY MEDICAL AND FIRE ASSISTANCE

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF BOCA RATON, a Florida municipal corporation, 201 West Palmetto Park Road, Boca Raton, Florida 33432 (hereinafter the "City"), and the TOWN OF HIGHLAND BEACH, a Florida municipal corporation (hereinafter the "Town").

W I T N E S S E T H:

WHEREAS, both the City and the Town presently maintain fire-rescue departments that include fire rescue equipment, firefighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities sufficient to provide a level of service that meets each party's minimum requirements; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs of local communities; and

WHEREAS, the Town has requested that the City provide fire-rescue services assistance when it is needed by the Town, and the City is willing to provide such assistance, subject to the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the Town and the City hereby agree as follows:

**SECTION 1. EFFECTIVE DATE AND TERM**

The Agreement shall be effective ten (10) days after execution by both parties, and shall thereafter run for a one (1) year term, with the option to renew for three (3) additional one-year periods upon mutual agreement.

**SECTION 2. REQUESTS FOR ASSISTANCE BY THE TOWN**

Only the Town's Fire Chief, Deputy or Assistant Fire Chief, or Incident Commander (as defined by the National Incident Management System) are authorized to request assistance from the City. Further, all requests for assistance shall be made through the Town's emergency communications center.

The Town shall provide the following information at the time a request for assistance is made:

- a. The nature, type and location of the emergency requested; and
- b. The type and quantity of equipment and/or personnel requested; and
- c. The name and rank of the person making the request.

Moreover, the Town understands and agrees that it shall not seek the City's assistance pursuant to this Agreement in order to supplement or subsidize the Town's normal day-to-day operations or the Town's shortages in staffing and/or equipment.

**SECTION 3. CITY’S RESPONSE TO TOWN’S REQUEST FOR ASSISTANCE**

Upon a proper request, the City will determine whether it will provide the requested assistance to the Town but may decline to provide such assistance for any reason, in its sole discretion. The City’s manner of providing assistance shall be determined by the City in its sole discretion.

**SECTION 4. COMMAND AUTHORITY**

In the event the City provides assistance to the Town, the Fire Chief of the Town, or in his absence, the Deputy or Assistant Fire Chief or the Incident Commander of the Town, will direct the activities at the scene, but City employees will remain under the command of the City's command staff at all times. In other words, the City and the Town shall retain control over their own employees, their rendition of services, their standards of performance, and shall address discipline of their employees and any other matters relating to their employees and the performance of the services.

Each party authorizes its Fire Chief to meet with the other party’s Fire Chief to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures.

**SECTION 5. EMPLOYEE FUNCTIONS**

The Town shall not request or demand that a City employee perform any function or service that is not within that employee's scope of duties as defined or determined by the City.

**SECTION 6. EMPLOYEE CLAIMS, BENEFITS**

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any wages, pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, during the performance of services hereunder.

**SECTION 7. SOVEREIGN IMMUNITY**

Nothing herein shall be construed as a waiver of sovereign immunity by either the City or the Town.

**SECTION 8. LIABILITY FOR INJURY**

Liability for injury to City or Town employees, and payment for the cost of loss or damage of City or Town equipment, while the City is providing assistance pursuant to this Agreement, shall be borne by the party employing such employees and owning or possessing such equipment.

**SECTION 9. REMUNERATION**

The Town agrees to pay the City a fee per hour, or part thereof, when the City provides employees and equipment pursuant to this Agreement. The hourly fees for such employees and equipment shall be:

Engine/Aerial/Ladder Unit	\$1000
Fire Boat	\$2000
Brush Unit	\$700
Rescue Unit	\$700
Command Unit	\$700

These fees will increase by five percent (5%) on October 1, 2024, and each year of this Agreement

thereafter.

The Town further agrees that, in the event the City provides emergency medical services that requires transport service, the City may seek reimbursement for the transport service from the responsible party and/or their insurer. The City will address insurance claims and collection in accordance with its own policies and procedures.

If the City invoices the party responsible for the incident for reimbursement of the goods and services provided, a copy of such invoice shall be forwarded to the Town as a matter of courtesy, provided however, that the City will not be required to provide copies of transport fee invoices to the Town and shall not otherwise use or disclose Protected Health Information ("PHI") or Electronic Protected Health Information ("e-PHI") except as permitted by the Health Insurance Portability and Accountability Act ("HIPAA"), the regulations promulgated thereunder, and any other applicable laws and regulations, all as may be amended from time to time.

**SECTION 10. TERMINATION**

Either party to this Agreement may, upon sixty (60) days prior written notice to the other party, terminate this Agreement for any reason or for no reason at all.

**SECTION 11. ASSIGNMENT OF RIGHTS**

Neither party shall assign, transfer, or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

**SECTION 12. MODIFICATION AND AMENDMENT**

This Agreement is adopted by the City and the Town as a final, complete and exclusive statement of the terms of the agreement between the City and the Town. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the City and the Town pertaining to its terms, whether written or oral. The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the City and the Town.

**SECTION 13. BIENNIAL REVIEW**

The Fire Chiefs of the City and the Town shall meet every six months to review the services requested and provided pursuant to this agreement, to assess the effectiveness of communications and operational protocols, and to determine if any changes should be made.

**SECTION 14. GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL**

This Agreement shall be governed and interpreted by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. **BY ENTERING INTO THIS AGREEMENT, THE TOWN AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION ARISING UNDER OR RELATED TO THIS AGREEMENT.**

**SECTION 15. RECORDS**

Each party shall maintain all records pertaining to the services delivered under this Agreement for no less than the time required by General Records Schedules GS1-SL for State and Local Governments provided by the Division of Library and Information Services of the Florida Department of State, but in any event, all records must be retained for a period of at least five (5) years.

**SECTION 16. JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**SECTION 17. NOTICE OF SUITS**

Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it which relates in any manner to an instance in which the City provides assistance to the Town. Each party will cooperate with the other in the defense of any such claim or legal proceeding.

**SECTION 18. NOTICES**

All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the Town shall be mailed to:

Town of Highland Beach  
Fire Chief  
3614 S Ocean Boulevard  
Highland Beach, Florida, 33487  
561-817-8067

and if sent to the City of Boca Raton shall be mailed to:

Boca Raton Fire-Rescue Services Department  
Fire Chief  
6500 Congress Avenue Suite 200  
Boca Raton, Florida 33487  
561-982-4000

Each party may change its address and/or telephone number upon notice to the other.

**SECTION 19. CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**SECTION 20. FILING**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**SECTION 21. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on the day and year written above.

**ATTEST:**

**TOWN OF HIGHLAND BEACH, FLORIDA**

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Town Attorney

**CITY OF BOCA RATON,  
FLORIDA**

**ATTEST:**

By: \_\_\_\_\_  
Mary Siddons, City Clerk

By: \_\_\_\_\_  
George S. Brown, City Manager

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Diana Grub Frieser, City Attorney