

**EMERGENCY SERVICES AGREEMENT
FOR MUTUAL ASSISTANCE AND AUTOMATIC AID
BETWEEN
THE CITY OF DELRAY BEACH AND THE CITY OF BOCA RATON**

THIS AGREEMENT is made and entered into this ____ day of _____, 2026 by and between the CITY OF DELRAY BEACH, FLORIDA , a Florida municipal corporation located in Palm Beach County (hereinafter the “Delray Beach”), by and through its City Commission and the CITY OF BOCA RATON, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the “Boca Raton”).

WHEREAS, each of the parties to this Agreement presently maintains a Fire-Rescue Department with fire rescue equipment, fire fighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

WHEREAS, it is deemed mutually advantageous to enter into this Agreement providing for mutual assistance/automatic aid in times of emergency where the need created may be too great for either party to deal with unassisted or where a closest unit response is agreeable and in the public interest; or non-emergency assistance and logistical support may be helpful to the parties; 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 on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Section 252.40, Florida Statutes, authorizes political subdivisions of the State of Florida to enter into mutual aid agreements for the rendering of assistance in emergencies and

provides for the extension of governmental powers, privileges, immunities, and benefits during such assistance.

NOW, THEREFORE, it is agreed by and between the parties that each will render mutual assistance and automatic aid to the other under the following stipulations, provisions and conditions:

Section 1. Request for Aid/Assistance: Emergency mutual assistance/automatic aid or non-emergency assistance or logistical support will be given when properly requested so long as rendering the aid and assistance requested will not place the assisting party in undue jeopardy. Notwithstanding anything herein that may be construed to the contrary, the parties understand and agree that it is not the intention of the parties to subsidize the normal day-to-day operations or shortages in staffing or equipment of the other party and that the mutual assistance/automatic aid provided hereunder is intended to be mutual in nature. Automatic aid shall be rendered to the extent provided for in automatic aid plans and procedures approved by the parties' Fire Chiefs pursuant to Section 3 herein. The party requesting aid and/or assistance shall provide the following information at the time the request is made:

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

All requests shall be directed through the respective parties' emergency communications center. The following officials of the participating parties are authorized to request aid and assistance under this Agreement: the respective Fire Chiefs, Assistant or Deputy Fire Chiefs, or Incident Commanders.

Section 2. Representative and Contract Monitor: Delray Beach's representative and contract monitor during the performance of this Agreement shall be the Assistant Chief of Operations whose telephone number is 561-243-7400. Boca Raton's representative and contract monitor during the performance of this Agreement shall be the Assistant Chief of Operations, whose telephone number is 561-982-4000.

Section 3. Command Authority: In the event of an emergency which requires additional assistance, the Fire Chief of the jurisdiction in which the incident is located, or in his/her absence, the Assistant or Deputy Fire Chief or the Incident Commander, will direct the activities at the scene where the emergency exists, but personnel responding to the call will remain under the command of their own officers at all times.

Each party shall retain control over its personnel and the rendition of services, standards of performance, discipline of officers and employees, and other matters incidental to the performance of services.

Each party authorizes its Fire Chief to meet with the other party's Fire Chief and develop automatic aid plans and procedures, including areas to be serviced and type and/or level of response, when the Fire Chiefs have determined that improved response times or other forms of efficiency within their respective jurisdictions and/or service areas may be achieved. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures.

Command and control of emergency incidents shall be exercised in accordance with the National Incident Management System (NIMS) and the Incident Command System (ICS), as applicable.

Section 4. Ability to Respond: Each party may refuse to respond to a request for aid/assistance in the event it does not have the required equipment available or if, in its sole

judgment, compliance with the request would jeopardize the protection of its own jurisdiction. However, notwithstanding anything herein to the contrary, either party may refuse to provide non-emergency assistance or logistical support for any reason or no reason.

Section 5. Employee Functions: No employee of either party to this Agreement shall perform any function or service, which is not within the employee's scope of duties as defined or determined by his employer.

Section 6. Employee Claims, Benefits, etc.: 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 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. No Assumption of Liability: Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity under Section 768.28, Florida Statutes.

Section 8. Liability for Injury: All the privileges and immunities from liability, exemptions from law, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of the officers or employees of either party when performing their respective functions, within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties

extraterritorially. Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the party employing such personnel, and owning or possessing such equipment.

Section 9. Remuneration: All costs associated with providing mutual assistance/automatic aid services under this Agreement shall be the responsibility of the agency rendering aid/assistance. Neither agency specified here shall seek reimbursement of costs associated with the rendering of mutual assistance/automatic aid services from the other agency.

The parties further agree that the agency rendering aid/assistance may request reimbursement for any expenditure of goods or services directly from the persons, parties, or company involved in, causing, or responsible for, the incident at the sole discretion of the agency rendering aid or assistance. The agency rendering aid/assistance for emergency medical services that requires transport service may request reimbursement for the transport service from the patient. The agency rendering service will handle insurance claims and collection in accordance with their policies and procedures and shall be in accordance with the latest Federal Medicare guidelines, if applicable.

If the rendering agency invoices the responsible party for the incident for reimbursement of the goods and services provided, a copy of such invoice may be forwarded to the requesting agency as a matter of courtesy, provided however that the parties will not be required to provide copies of transport fee invoices to the other party 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. Effective Date and Term: This Agreement shall take effect on October 1, 2026 and shall remain in full force and effect for a period of no less than ten (10) years, expiring on September 30, 2036, unless sooner terminated as provided herein.

Section 11. Notice of Termination: Either party to this Agreement may, upon sixty (60) days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

Section 12. 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 13. Modification and Amendment: No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 14. Entirety of Agreement: This Agreement represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

Section 15. Equal Opportunity: Each party represents and warrants that it will not discriminate in the performance of services hereunder and that its employees and members of the general public benefiting from services hereunder will be treated equally and without regard to race, color, religion, national origin or ancestry, sex, sexual orientation, gender identity or expression, marital status, age, disability or any other characteristic or basis protected under federal or state law.

Section 16. Annual Appropriations: Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

Section 17. Remedies: This agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in in the county of the responding agency. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 18. Records: Each party shall maintain all records pertaining to the services delivered under this Agreement as required by Chapter 119, Florida Statutes. Each party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

Section 19. 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 20. 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 the aid or assistance provided by the other party. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the aid or assistance rendered under this agreement.

Section 21. Notices: All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to Delray Beach shall be mailed to:

Delray Beach Fire Rescue
Fire Chief
501 West Atlantic Avenue
Delray Beach, FL 33444

and if sent to Boca Raton shall be mailed to:

Boca Raton Fire Rescue
Fire Chief
6500 Congress Avenue, Suite 200
Boca Raton, FL 33487

Each party may change its address upon notice to the other.

Section 22. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 23. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 24. Indemnification: Each party shall be liable for its own actions and negligence and, to the extent permitted by law, Delray Beach shall indemnify, defend and hold harmless Boca Raton against any actions, claims or damages arising out of Delray Beach's negligence in connection with this Agreement, and Boca Raton shall indemnify, defend and hold harmless the Delray Beach against any actions, claims, or damages arising out of the Boca Raton's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

Section 25. Enforcement Costs: Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this agreement.

Section 26. Delegation of Duty: Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

Section 27. No Third Party Beneficiary: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any member of the general public and/or any employee of either party to this Agreement.

Section 28. Severability: In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 29. Survival: Sections 7, 8, 9, 18, 20, 24, and this Section shall survive the expiration or termination of this Agreement.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to legal form
and sufficiency:

Lynn Gelin, City Attorney

ATTEST:

CITY OF BOCA RATON, FLORIDA

City Clerk

By: _____
Mayor

Approved as to legal form
and sufficiency:

City Attorney