

**AUTOMATIC AID AGREEMENT BETWEEN
THE CITY OF PORT RICHEY, FLORIDA, AND THE CITY OF NEW PORT
RICHEY, FLORIDA**

THIS AUTOMATIC AID AGREEMENT is made and entered into this 8th day of OCTOBER, 2019 by the CITY OF PORT RICHEY, FLORIDA, a municipal corporation existing under the laws of the State of Florida (hereinafter "PR") and the CITY OF NEW PORT RICHEY, FLORIDA, a municipal corporation existing under the laws of the State of Florida (hereinafter "NPR");

WHEREAS, the parties operate fully functioning fire departments and fire stations within each party's jurisdiction, and have personnel, equipment, vehicles and apparatus necessary for providing fire suppression throughout said jurisdiction

WHEREAS, due to the size of each party's geographical area and population served, each party has limited full-service fire suppression vehicles and apparatus to provide comprehensive fire suppression for extremely large and rare fire events in accordance with existing fire suppression standards;

WHEREAS, the parties wish to provide for the automatic mutual aid of each party to the other in addressing structure fires to ensure compliance with existing fire suppression standards;

WHEREAS, this Agreement provide for the automatic dispatch of fire suppression vehicles, apparatus and personnel by each party to assist the other in any structure fire, so that each party effectively has the benefit of additional vehicles, apparatus and personnel when the same are needed to suppress a structure fire;

WHEREAS, this Agreement is adopted pursuant to Section 163.01 Florida Statutes (the "Florida Interlocal Cooperation Act of 1969"); and

WHEREAS, this Agreement is in the public interest, safety and welfare of the residents and citizens of the parties.

NOW THEREFORE, in consideration of these premises and for good and valuable consideration, the receipt of which is hereby acknowledged by all parties, the parties hereby agree, stipulate and covenant as follows:

1. The foregoing Whereas clauses are incorporated herein.
2. This Agreement is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act, contained in Section 163.01, Florida Statutes.
3. Upon being alerted to a structure fire occurring within either party's jurisdiction, the party outside the jurisdiction of the fire location (hereinafter "Assisting Party") shall immediately dispatch one (1) available fire suppression apparatus and personnel associated therewith to said fire without request from the other party.
4. The party having jurisdiction over the area where the fire is located shall have control of the fire scene and direct the Assisting Party's equipment and personnel to the area of need to best suppress the fire.
5. The Assisting Party's vehicle, apparatus and personnel shall remain on the fire scene until released by the other party.
6. Each party shall be liable for the acts of its own employees and officers for damage to any property or injury caused thereby.
7. Each party shall be responsible for any damage to its property and hereby releases the other party from any such liability.

8. Each party shall maintain liability, vehicle and worker's compensation insurance coverage in amounts required by law or sufficient to cover any liability for which each party's sovereign immunity has been waived by law.

9. Nothing contained herein shall be deemed to provide any benefit to any person or entity who is not a party to this Agreement and there are no intended or incidental third party beneficiaries of this Agreement.

10. All notices and clarifications required under this Agreement shall be directed to the following officials:

For the City of Port Richey:	City Manager 6333 Ridge Road Port Richey, Florida 34668
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For the City of New Port Richey:	City Manager City of New Port Richey 5519 Main Street New Port Richey, Florida 34652
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11. This Agreement shall be governed by the laws of the State of Florida. All legal actions to enforce the Agreement shall be held in Pasco County. No remedy conferred in this Agreement is intended to be exclusive of any other remedy, at law or in equity or by statute or otherwise. No exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

12. If any item or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, such item or provision shall be deemed a separate, distinct and independent item or provision and such holding shall not effect the remainder of this Agreement, or the further application of such terms or provision, and every other

term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

13. This Agreement shall become effective upon execution and approval by the City Council of each party as evidenced by the signature of said party's presiding officer, and shall continue until terminated by either party, without cause, by giving notice to the other party at least ninety (90) days before the effective date of said termination.

14. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any party hereto may execute this Agreement by signing any one counterpart.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on behalf of each, effective as of the date set forth above.

SIGNATURES APPEAR ON NEXT PAGE




(SEAL)

ATTEST:


CITY OF PORT RICHEY, FLORIDA

BY:



Sal Licari, as City Clerk

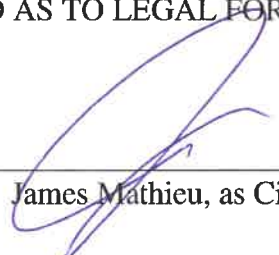
BY:



Scott Tremblay, as Mayor

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____


James Mathieu, as City Attorney

[SEAL]

CITY OF NEW PORT RICHEY, FLORIDA

ATTEST:

Judy Myers, as City Clerk

BY: _____

Robert Marlowe, as Mayor

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____

Timothy P. Driscoll, as City Attorney