



FIRE AND RESCUE DEPARTMENT



December 3, 1992

MEMORANDUM

TO: Linnie Williams, Assistance General Counsel
FROM: Glenn Domen, Governmental Affairs Officer *GD*
RE: INTERLOCAL AGREEMENT, JACKSONVILLE BEACH

Attached is the executed Interlocal agreement with Jacksonville Beach. If I may be of further assistance, please contact me at 630-2453.

Thank you.

GD/lgt

Attachment

cc: Charles D. Clark, Director/Fire Chief
✓ James H. Lindsey, Chief of Operations



CITY OF JACKSONVILLE BEACH FIRE DEPARTMENT

904/247-6201 • 325 Second Avenue South • Jacksonville Beach, Florida 32250
EMERGENCY DIAL 9-1-1

November 5, 1992

James H. Lindsey, Division Chief
Jacksonville Fire/Rescue Department
107 Market Street
Jacksonville, Florida 32202

Dear Chief Lindsey:

Enclosed please find our mutual aid agreement signed by our mayor.
Please return a copy to us after this has been fully executed.
Thank you for your cooperation with this.

Sincerely,

Gary A. Brown, Sr.
Fire Chief

GAB/cjg

1 Introduced by the President of the Council at the request of the Mayor:

2
3 RESOLUTION 92-1794-

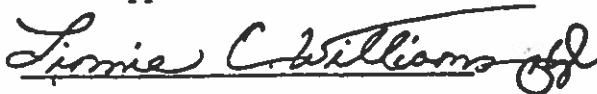
4 AN RESOLUTION OF THE COUNCIL OF THE CITY OF
5 JACKSONVILLE, ACTING AS THE LEGISLATIVE BODY OF
6 DUVAL COUNTY, FLORIDA, HEREBY AUTHORIZING THE
7 DIRECTOR OF FIRE AND RESCUE OR HIS DESIGNEE TO
8 EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF
9 JACKSONVILLE BEACH FOR MUTUAL AID FOR FIRE, RESCUE,
0 EMERGENCY OR DISASTER ASSISTANCE; PROVIDING AN
1 EFFECTIVE DATE.
2

3 BE IT RESOLVED by the Council of the City of Jacksonville:

4 Section 1. The Council acting as the legislative body of Duval County, Florida,
5 hereby authorizes the Director of the Department of Fire and Rescue or his designee to execute
6 on behalf of the City that certain Interlocal Agreement with the City of Jacksonville Beach,
7 attached hereto and by reference made a part hereof.

8 Section 2. This resolution shall become effective upon signature of the Mayor or upon
9 becoming effective without the Mayor's signature.

10 Form Approved:

11 

12 Assistant General Counsel

3 LCW:ewh:10/6/92:fireres

THE CITY OF JACKSONVILLE, FLORIDA
AND
THE CITY OF JACKSONVILLE BEACH, FLORIDA
INTERLOCAL AGREEMENT FOR MUTUAL AID
FOR FIRE, RESCUE, EMERGENCY OR DISASTER ASSISTANCE

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**THE CITY OF JACKSONVILLE, FLORIDA
AND
THE CITY OF JACKSONVILLE BEACH, FLORIDA
INTERLOCAL AGREEMENT FOR MUTUAL AID
FOR FIRE, RESCUE, EMERGENCY OR DISASTER ASSISTANCE**

THIS INTERLOCAL AGREEMENT FOR MUTUAL AID is made and entered into by and between the City of Jacksonville, a political subdivision of the State of Florida, and the City of Jacksonville Beach, a political subdivision of the State of Florida, as of the 15th day of October 1992.

WHEREAS, it is the design, purpose and intention of the parties hereto to permit said parties, individually and collectively, to make the most efficient use of their respective powers, resources and capabilities by cooperating in the use of their respective powers, resources and capabilities in regard to fire, rescue, emergency and disaster relief functions and, on a basis of mutual advantage, to provide services and facilities in a manner most consistent with the geographic, economic, demographic and other factors influencing their respective needs and the development of their respective and joint communities; and

WHEREAS, each party hereto maintains a Fire Department with fire-fighting equipment and firefighting and administrative personnel; and

WHEREAS, at times of fire, rescue, emergency or disaster, one of the parties hereto may have firefighting, rescue, emergency or disaster relief related demands made upon its equipment or personnel, or both, greater than the capacity of the equipment or personnel available within its own department, or both; and

WHEREAS, during those firefighting, rescue, emergency or disaster events which cause demands greater than the capacity of the equipment or personnel resources available to a party hereto, it would be advantageous to that party to have available to it the equipment or personnel, or both, of one more of the other parties for backup purposes, direct active firefighting, rescue, emergency or disaster aid and assistance; and

WHEREAS, the parties hereto acknowledge that said firefighting, rescue, emergency and disaster events occur without prior warning, without a set pattern or frequency and without regard to life, limb or property; and

WHEREAS, the parties hereto further recognize that there is a great mutual advantage in providing, prior to any firefighting, rescue, emergency or disaster event for mutual aid, mutual backup and cooperative use of the resources available among the affected parties, in order that life and property be saved; and

WHEREAS, said mutual aid, backup and cooperative use of resources benefit all directly or indirectly concerned; and

WHEREAS, it is the intent of the parties to this Agreement to provide for mutual aid between the parties for unforeseen emergencies beyond the normal capabilities of a party. It is not the intent of this agreement for any party to subsidize normal day-to-day operations of another party.

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises contained herein, and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with all parties accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. AUTHORITY; GENERAL RESPONSIBILITIES; CONDITIONS PRECEDENT:

This Interlocal Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", and all applicable provisions of said act are made a part hereof and incorporated herein as if set forth at length herein, including, but not limited to, the following specific provisions:

- (a) All of the privileges and immunities and limitations from liability exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Interlocal Agreement.
- (b) This Interlocal Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.
- (c) As a condition precedent to its effectiveness, this Interlocal Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Court of the City of Jacksonville.

2. **CHANGE IN OR DELETION OF EQUIPMENT:** Nothing herein contained shall in any way prohibit, restrain or impede any party from the free disposal or modification of any of its equipment or from temporarily taking part of its equipment "off-line" or out of service for the purpose of maintenance or repair of the same.
3. **STAFFING:** All responding vehicles shall be reasonably staffed by the party responding to a mutual aid request.
4. **RESPONDING PARTY/REQUESTING PARTY; DEFINITIONS:** "Responding party" shall mean the party which shall furnish or be requested to furnish equipment or personnel, or both, i.e., "mutual aid" in response to the request of the party within whose jurisdiction the emergency necessitating such mutual aid occurs, which second party shall be known as the "requesting party".
5. **RESPONSE TO CALL:** The parties hereto, each as to the other, mutually agree to respond to the mutual aid fire, rescue, emergency or disaster calls or requests of the other with their respective equipment and associated personnel as hereinabove described, when requested to do so by the requesting party, subject to the terms, conditions and understandings contained in this Agreement and within the reasonable limits of good and acceptable Fire Department practices and procedures.
6. **OFFICIAL REQUEST:** The following officials of the requesting party are authorized to request mutual aid fire, emergency, rescue or disaster assistance from the responding party pursuant to this Agreement:
 - (a) Public Safety Director/Fire and Rescue Department Director
 - (b) Fire Chief
 - (c) The senior officer in charge/command of requesting party's Fire/Rescue (EMS) Department
7. **REQUEST FOR ASSISTANCE; INFORMATION:** The officer described in Paragraph 6 above requesting mutual aid fire, rescue, emergency or disaster assistance shall give the following information at the time that the request for such assistance is made:
 - (a) The general nature and type of emergency.
 - (b) The location of the emergency.
 - (c) The life or property hazard involved and the type of equipment requested.

(d) Street routing information when necessary.
The initial request for assistance shall be transmitted by land-line (telephone) to the appropriate dispatch/communications center of the responding party.

8. JUSTIFIED FAILURE TO RESPOND: The parties hereto recognize and agree that if for any reason beyond the control of the responding party, the above-referenced equipment or personnel, or both, are not available to respond to a mutual aid fire, rescue, emergency or disaster call within the municipal limits of the requesting party, the responding party shall not be liable or responsible in any regard whatsoever for the responding party's failure to respond to such call. The reasons justifying a failure to respond shall include, but not be limited to the following:

- (a) In the opinion of the senior officer in command of the responding party's Fire Department at the time of the request for mutual aid, the responding party would suffer undue jeopardy and be left inadequately protected if the responding party responds as requested.
- (b) The requested equipment is inoperative as a result of mechanical breakdown, damage, or repair or mechanical servicing of same.
- (c) The requested equipment is being utilized due to a previous emergency call.
- (d) The temporary inability to adequately staff the equipment.

9. INDEMNIFICATION:

Except as otherwise specifically provided in this Agreement, and subject to the limitations set forth under Section 768.28, Florida Statutes, and as otherwise limited by law, the requesting party shall indemnify and hold the responding party or parties harmless from and against any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with mutual aid fire, rescue, emergency or disaster assistance rendered or performed at the requesting party's emergency or disaster site. The requesting party shall defend any action or proceeding brought against the responding party or parties and shall indemnify and hold the responding party or parties harmless from and against all costs, counsel and attorney's fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The foregoing covenant to

indemnify, covenant to hold harmless and covenant to defend shall not apply to actions or omissions of the responding party, its agents, officers, volunteers and employees, constituting negligence or other tort liability.

Each party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages and causes of action arising out of or occurring during travel to or from its own or a requesting party's emergency or disaster site and no indemnification or hold harmless agreement shall be in effect concerning such claims, demands, suits, actions, damages and causes of action.

10. DAMAGE TO EQUIPMENT: The requesting party shall replace, repair or reimburse the responding party for the direct cost of replacement or repair of any of the responding party's equipment damaged or destroyed while at the requesting party's emergency or disaster site except that if such damage or destruction is solely the result of errors, negligent acts or omissions of the responding party or any of its agents, employees or officials, the requesting party shall not be responsible for such replacement, repair or reimbursement.
11. MATERIALS AND SUPPLIES: The requesting party shall, at the option of the responding party, either replace or reimburse the responding party for the direct cost of all materials and supplies such as foam, dry chemicals, halon and the like, consumed or expended by the responding party in the course of rendering mutual aid and assistance pursuant to this Agreement while at the requesting party's emergency or disaster site.
12. CONTROL OF FIRE, RESCUE, EMERGENCY OR DISASTER SCENE: Once the responding party reaches the requesting party's emergency or disaster site, the requesting party's on-site senior officer in command will direct in general the activities and deploy personnel and equipment in the area where the emergency exists. Control of each respective party's personnel shall remain with each respective party as to the rendition of service, standards of performance, discipline of officers and employees and other matters incident to the performance of services by the responding party's personnel. The officer in command of the personnel of the responding party shall not be obligated to obey any order which said officer reasonably believes to be either in violation of the laws of the State of Florida, United States, or of the responding party, or any order which said officer believes will unnecessarily result in the likelihood or unreasonable risk of death or bodily injury to the agents, officers or employees of the responding party, or in a loss of or damage to the responding party's equipment.

13. REQUESTS LIMITED TO REQUESTING PARTY'S JURISDICTION: A party may request mutual aid fire, rescue, emergency or disaster assistance only when the site of the emergency justifying such request is within the jurisdictional limits of the requesting party.
14. PRIORITY FOR SIMULTANEOUS CALLS: In the event of simultaneous or nearly simultaneous fire, rescue, emergency or disaster calls relating to emergencies located within both a requesting and a responding party's boundaries, the call relating to the emergency located within the boundaries of a party shall take priority over the mutual aid call from the requesting party.
15. PRIOR COMMITMENT OF EQUIPMENT: In the event that a responding party's equipment and personnel are already "working" an emergency located within its municipal limits, said equipment and personnel shall not be released to respond to the emergency call of the requesting party until such time as, in the sole and absolute discretion of the senior officer in command of the responding party's Fire Department, it is determined that the responding party's equipment and personnel can be released to respond to the requesting party's mutual aid fire, rescue, emergency or disaster call. Only that portion of the responding party's equipment and personnel as the senior officer in command of the responding party's Fire Department shall deem available for release at that time shall be released to the requesting party's emergency site.
16. PRIORITY FOR SUBSEQUENT CALLS: In the event that the responding party's equipment and personnel are on site at a location within the requesting party's jurisdictional limits and an emergency call relating to a fire, rescue, emergency or disaster occurring within the responding party's boundaries is received, the requesting party shall, immediately upon being notified by the responding party's senior officer in command at the site of the requesting party's emergency of such circumstances, request such additional outside assistance from other parties to this agreement, as would timely and effectively permit the release of the responding party's equipment and personnel so as to enable same to timely respond to the responding party's emergency call site or, if same is not practical or feasible, the requesting party agrees that the responding party shall be permitted to immediately leave the fire, rescue, emergency or disaster site within the territory of the requesting party and respond to the fire, rescue emergency or disaster site within the responding party's territory. In any event, should the senior officer in command of the responding party's Fire Department require that its equipment and personnel return to an emergency site within its boundaries in response to a fire, rescue, emergency or disaster call, the parties agree that responding party has the absolute right to immediately return to the emergency site

within its jurisdictional limits.

17. AMENDMENTS:

(a) Any amendment to this Agreement shall be through the mutual agreement of both parties.

(b) All parties hereby agree to submit to their legislative bodies for final approval additions to and deletions from this Agreement.

18. EFFECTIVE DATE: This Interlocal Agreement shall take effect immediately upon its proper and complete execution by each party and upon the filing of a copy of the same with the Clerk of the Court of the City of Jacksonville.

19. TERMINATION: This Agreement may be terminated upon forty-five (45) days written notice given by either party to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be entered into and executed the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE BEACH, FLORIDA

Bruce Carlitt

BY: Reid McCormick
Reid McCormick, Mayor

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

James H. Lindsey
James H. Lindsey
Fire Operations Division

BY: Charles D. Clark
Charles D. Clark
Director/Fire Chief