

COLLIER COUNTY FIRE CHIEFS ASSOCIATION

LOCAL MUTUAL AID AGREEMENT

Page 1 of 8

THIS INTERLOCAL AGREEMENT made and entered into this ____ day of _____, 2008, by and between Collier County, Big Corkscrew Island Fire Control and Rescue District, City of Marco Island, City of Naples, East Naples Fire Control and Rescue District, Golden Gate Fire Control and Rescue District, Immokalee Fire Control and Rescue District, and the North Naples Fire Control and Rescue District, hereinafter referred to as “Party” individually and collectively as “Parties”, acting pursuant to Section 252.40(1), Florida Statutes, for the purpose of securing to each the benefits of assistance in case of emergencies too extensive to be dealt with unassisted. This Agreement is not for catastrophic events nor is it to be used to supplement a Party’s inadequate provision or planning of necessary infrastructure to adequately serve its residents. In the likelihood of a catastrophic event, the Statewide Mutual Aid Agreement may be invoked, which would supersede this Agreement.

WITNESSED:

WHEREAS: Each of the Parties hereto maintains equipment and personnel for the suppression of fires and other emergencies within its own jurisdiction and areas; and,

WHEREAS: There are ten fire suppression entities, hereinafter referred to as “Agency” or collectively as “Agencies”, in Collier County, consisting of one county fire department, two dependent fire districts of Collier County; two municipal fire departments, and five independent special fire control and rescue districts; and,

WHEREAS: In extraordinary circumstances, an Agency may not have sufficient manpower and resources to handle all possible emergencies; and,

WHEREAS: The Parties to this Agreement are so located in relation to one another that it is to their advantage to receive and extend cooperation and assistance in case of emergencies too extensive to be dealt with unassisted; and,

WHEREAS: The Parties hereto desire to augment the protection available in their jurisdictions in the event of emergencies beyond their ability to control; and,

WHEREAS: The Parties to this Agreement desire to enhance their capabilities to protect life and property; and,

WHEREAS: It is deemed mutually sound, desirable, practicable and beneficial for the Parties to render assistance to one another in accordance with these terms.

COLLIER COUNTY FIRE CHIEFS ASSOCIATION

LOCAL MUTUAL AID AGREEMENT

Page 2 of 8

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and for other good and valuable considerations, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

GENERAL PROVISIONS:

1. All services performed under this Agreement shall be rendered without reimbursement of either Party or Parties and as provided for herein.
2. Any Agency receiving a request for assistance shall respond to the request only to the extent that the available personnel and equipment requested are not required for adequate protection in the responding Agency's jurisdiction. The Fire Chief of the responding Agency, or his/her designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for assistance. Nothing in this Agreement shall require any Agency to provide personnel or equipment to another Agency.
3. Each Agency is authorized and directed to meet and draft any detailed plans and procedures of operations necessary to effectively implement this Agreement. Such plans and procedures of operations shall become effective upon ratification by the Parties.
4. Agencies responding under this Agreement shall work under a recognized Incident Management System.

OPERATIONAL ASSISTANCE:

Operational Assistance shall mean assistance that is provided for fire suppression activities, rescue operations, emergency medical incidents or other emergencies, which exceed the capabilities of an Agency having the jurisdiction to respond to such emergencies.

1. Whenever it is deemed advisable by the senior fire officer of an Agency or by the senior officer of any such Agency actually present at an emergency to request assistance under the terms of this Agreement, they are authorized to do so. The Fire Chief, or his/her designee, at an Agency receiving the request shall forthwith take the following action:

COLLIER COUNTY FIRE CHIEFS ASSOCIATION

LOCAL MUTUAL AID AGREEMENT

Page 3 of 8

OPERATIONAL ASSISTANCE (cont.):

- a. Immediately determine if apparatus, personnel or other requested resources are available and notify the requesting Agency of whether it is able to respond to the emergency; and
 - b. Determine what apparatus, personnel or other requested resources are available to respond, the level of manpower necessary to respond with said apparatus and other resources, so that the utilization of apparatus, personnel and other resources can be performed safely and efficiently; and
 - c. Notify the requesting Agency of the amount of apparatus and personnel being deployed to the emergency in order for the requesting Agency to make additional requests of other Agencies, if necessary.
2. A request for assistance shall specify the type and amount of resources needed. Requests may include, but not be limited to; manpower, engine companies, ladder companies, tanker companies, special services/equipment resources (i.e. portable cascade system, hydraulic tools, brush vehicle, rescue vehicle, etc.). A request for assistance shall also specify the location to which the resources mentioned above are to respond and to whom they are to report.
 3. Personnel responding to a request for assistance shall be under the direction and control of the Incident Commander of the requesting Agency. Should the need arise, the responding Agency, may request at any time the recall of apparatus, personnel, equipment and other resources, not actively involved at the emergency incident.
 4. The Incident Commander will make every effort to release mutual aid apparatus, personnel, equipment and other resources, and return said apparatus, personnel, equipment and other resources to their respective Agency as soon as conditions permit.
 5. Agencies shall not respond outside of their area of responsibility (AOR) into another Agency's AOR unless requested by that Agency's Fire Chief, or his/her designee, or as this Agreement or additional agreements may permit. If an Agency is unknowingly dispatched into another Agency's AOR, upon realizing the mistake, the Agency shall, as soon as possible, notify the dispatching agency of the error and advise the dispatching agency of its need to notify the appropriate Agency. A responding Agency shall follow their Agency's protocol for the situation described above, keeping in mind the best interest of life safety and property conservation.

COMMUNICATIONS:

Subject to budgetary constraints, each responding Agency shall be equipped with an 800 MHZ radio, compatible with Collier County's 800 MHZ radio system, which shall be the primary source of communications between the responding Agency/Agencies and the

COLLIER COUNTY FIRE CHIEFS ASSOCIATION

LOCAL MUTUAL AID AGREEMENT

Page 4 of 8

requesting Agency. Each Agency shall be responsible for the cost of being equipped with such radio. Each Agency operating under this Agreement shall be responsible for maintaining records of all incidents involving their participation.

POWER, PRIVILEGES AND IMMUNITIES:

Pursuant to the terms of this Agreement, a responding Agency personnel performing services in a requesting Agency's jurisdiction shall have the same powers, duties, rights, privileges and immunities as if they were performing those services in the jurisdiction in which they are normally employed.

The privileges and immunities from liability, exemptions from laws, ordinances and rules, and other pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of such responding Agency personnel, as when performing their duties within their Agency's jurisdiction, shall apply to them to the same degree, manner and extent while engaged in the performance of services extraterritorially.

LEGAL STATUS OF PERSONNEL AND EQUIPMENT:

Nothing in this Agreement shall be deemed to create an employment or agency relationship between the responding Agency personnel performing services extraterritorially and the Agency in which those services are actually performed. Similarly, nothing in this Agreement shall be deemed to transfer any legal or equitable title to any apparatus, equipment or other resources utilized.

LOSS OR DAMAGE TO EQUIPMENT:

Each Party to this Agreement waives all claims against the other Party or Parties for compensation for any loss, damage, personal injury or death occurred in consequence of the performance of this Agreement. A responding Agency shall bear the cost of any loss or damage to that Agency's property, equipment, personnel or resources as a result of the use of such property, equipment, personnel or resources in providing assistance within the requesting Agency's jurisdiction. However, this section shall not apply if any such act of loss, damage, personal injury or death results from gross negligence on behalf of the requesting Agency.

MANPOWER COSTS:

A responding Agency furnishing assistance shall compensate its personnel during the time of the rendering of such assistance and shall defray the actual travel and maintenance expenses of such Agency's personnel while they are providing such assistance. The responding Agency shall also pay any amounts due for compensation as a

COLLIER COUNTY FIRE CHIEFS ASSOCIATION

LOCAL MUTUAL AID AGREEMENT

Page 5 of 8

result of the personal injury or death of its own personnel while rendering assistance within the requesting Agency's jurisdiction.

LIABILITY:

While operating under the terms of this Agreement, each Agency shall bear the liability for the acts of its own personnel. Except as expressly provided for herein, nothing in this Agreement shall confer upon any person or entity any right to damages against any Party to this Agreement.

INDEMNIFICATION:

Each Party, whose personnel perform services extraterritorially, agrees, to the extent permitted by law, to indemnify and hold all the other Parties, harmless of, and from, any and all claims, lawsuits and/or causes of action (including taxable costs and reasonable attorney's fees) arising out of the acts, omissions or conduct of such personnel. However, nothing contained herein shall be constructed to waive or modify the provisions of Section 252.40, Florida Statutes, with respect to any Party hereto.

INSURANCE:

Each Party shall provide and carry liability insurance, worker's compensations insurance and other insurance necessary to assure that each party shall be protected and indemnified from any and all liabilities which may result from activities undertaken pursuant to this Agreement. Insurance may be procured either privately or pursuant to an approved self-insurance risk financing program.

EFFECT UPON STATUTORY POWERS:

This Agreement neither expands, nor diminishes, the powers granted to the Parties by the Florida Statutes (including, but not limited to, the Florida Mutual Aid Act) and by the common law.

EFFECTIVE DATE:

This Agreement shall be effective with respect to a particular Agency, recognizing that Collier County shall be executing this Agreement on behalf of three fire suppression entities operating within its control, from the date that the Party executes the agreement or duplicate thereof and shall continue in full force and effect until terminated as provided herein.

COLLIER COUNTY FIRE CHIEFS ASSOCIATION

LOCAL MUTUAL AID AGREEMENT

CANCELLATION:

Any Party may cancel its participation in this Agreement, without liability to any other Party, by providing thirty (30) days written notice of such cancellation to all other Parties. However, the cancellation of this Agreement shall be effective only regarding that Party and this Agreement shall remain in full force and effect regarding the remaining Parties that have not provided written notice of cancellation. If Collier County gives notice pursuant to this section, such cancellation shall include a statement as to which Agency/Agencies within its control are being cancelled.

SEVERABILITY:

In the event that any part or provision of this Agreement is deemed unenforceable, for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written or at such other dates and places as additional parties shall sign this Agreement and thereby become parties hereto.

PARTIES:

Big Corkscrew Island Fire District Date

East Naples Fire District Date

Golden Gate Fire District Date

Immokalee Fire Control District Date

**Collier County Date
As to Isle of Capri Fire District, Ochopee
Fire District, and Collier County EMS**

Marco Is. City Fire Department Date

COLLIER COUNTY FIRE CHIEFS ASSOCIATION

LOCAL MUTUAL AID AGREEMENT

Naples City Fire Department Date

North Naples Fire District Date