

**COLLIER COUNTY FIRE CHIEFS
LOCAL MUTUAL AID AGREEMENT**

THIS INTERLOCAL AGREEMENT made and entered into this ____ day of _____, 2009, by and between COLLIER COUNTY, a political subdivision of the State of Florida, OCHOPEE FIRE CONTROL AND RESCUE DISTRICT, ISLES OF CAPRI FIRE CONTROL AND RESCUE DISTRICT, 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” or “Agency” individually, and collectively as “Parties” or “Agencies,” acting pursuant to Section 252.40(1), *Florida Statutes*, for the purpose of securing to each the benefits of mutual aid protection of life and property from fire and other emergencies, and to provide local governmental entities a cost effective way to control and mitigate local emergencies that exceed their ability to handle efficiently. 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 event of a catastrophic event, the Statewide Mutual Aid Agreement may be invoked, which would supersede this agreement.

WITNESSETH:

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

WHEREAS, the Parties represent ten (10) fire suppression entities, or 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, no single Agency can command sufficient staffing and resources to handle all potential emergencies; and

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

WHEREAS, the Parties 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 desire to increase the protection available in their respective jurisdictions in the event of emergencies beyond their ability to control; and

WHEREAS, the Parties 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.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties 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 Party receiving a request for assistance shall respond to the request only to the extent that the available personnel and equipment are not required for adequate protection in the responding Agency's jurisdiction. The Fire Chief of the responding Agency, or their 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 Party 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 which is provided for fire suppression activities, rescue operations, emergency medical incidents or other emergencies, which exceed the capabilities of an Agency with jurisdiction to mitigate effectively.

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 or her designee, at an Agency receiving the request shall forthwith take the following action:

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, so that the utilization of apparatus, personnel and other resources can be performed safely and efficiently;

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 and as necessary.

2. A request for assistance shall specify the type and amount of resources needed. Requests may include, but are not limited to, manpower, engine companies, ladder companies, tanker companies, special services/equipment resources (e.g., portable cascade system, hydraulic tools, brush vehicles, 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 an 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 Agencies as soon as conditions permit.

5. Parties to this Agreement shall not respond outside of their area of responsibility (AOR) into another Agency's AOR, unless requested by that Agency's duly appointed or elected official, or as this Agreement or additional Agreements may permit. If an Agency is unknowingly dispatched into another agency's AOR, the responding Agency, upon realizing they are entering (or already in) another Agency's AOR, shall, as soon as possible, notify the dispatching Agency of the dispatching error and advise the dispatching Agency to notify the appropriate Agency. An Agency responding as described above, shall follow their Agency's protocol for the situation, keeping in mind the best interest of life safety and property conservation.

6. A request for assistance made pursuant to this Agreement shall specify the type and amount of resources needed. Requests may include, but are not limited to, staffing, 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 made pursuant to this Agreement shall also specify the location to which the resources mentioned above are to respond and to whom they are to report.

COMMUNICATIONS:

Subject to budgetary constraints, each responding Party to this Agreement shall be equipped with and 800 MHZ radio, compatible with Collier County's 800 MHZ radio system, which shall be the primary source of communications between the responding and requesting Agencies.

Each Party operating under this Agreement shall be responsible for maintaining records of all incidents involving their participation.

POWER, PRIVILEGES AND IMMUNITIES:

Whenever, pursuant to the terms of this Agreement, a responding Agency is performing services in a requesting Agency's jurisdiction, the responding Agency 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, and as provided by applicable law.

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, 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 under the provisions of this Agreement, and as provided by applicable law.

LEGAL STATUS OF PERSONNEL AND EQUIPMENT:

Nothing in this Agreement shall be deemed to create an employment or agency relationship between personnel performing services extraterritorially pursuant to this Agreement and the municipal or other jurisdiction 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 pursuant to this Agreement.

LOSS OR DAMAGE TO EQUIPMENT:

Each Party to this Agreement waives all claims against the other party or parties for compensation for any loss or damage occurring as a consequence of the performance of this Agreement. An Agency providing assistance under this Agreement shall bear the cost of any loss or damage to that Agency's property or equipment as a result of the use of such property or equipment in providing assistance under this Agreement, provided that such act of loss or damage does not result from gross negligence on behalf of the requesting Agency.

STAFFING COSTS:

An Agency furnishing assistance pursuant to this Agreement shall compensate its responding members during the time of the rendering of such assistance, and shall defray the actual travel and maintenance expenses of such Agency's members while they are providing such assistance. The Agency furnishing assistance shall also pay any amounts due for compensation as a result of the personal injury or death of any Agency's responding member while rendering assistance.

LIABILITY AND INDEMNIFICATION:

While operating under the terms of this Agreement, each Party shall bear liability as provided by applicable law and the terms of this Agreement.

Each Party shall be liable for its own actions and negligence and, to the extent permitted by law, each Party shall indemnify, defend and hold harmless the other Parties against any actions, claims or damages arising out of negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, *Fla. Stat.*, nor shall the same be construed to constitute agreement by any Party to indemnify another Party for such other Party's negligent, willful or intentional acts or omissions.

INSURANCE:

Each Party shall provide and carry liability insurance, worker's compensations insurance and other insurance necessary to insure that each Party is 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 Florida state statutes (including, but not limited to, the Florida Mutual Aid Act) and by the common law.

EFFECTIVE DATE:

This Agreement shall be effective from the date that the last Party executes this Agreement and shall continue in full force and effect for four (4) years. Prior to the expiration of this term, the Agreement shall be reviewed and then renegotiated and amended, if necessary. Absent amendment to the Agreement, the terms of this Agreement shall be automatically renewed in four (4) year periods. A cancellation by any Party to this Agreement prior to the initial four (4) year term or any subsequent four (4) year term shall be effective only with respect to that Party.

CANCELLATION:

Any Party to this Agreement may withdraw or cancel such Party's participation, without liability to any other Party, by providing ninety (90) days prior written notice of such withdrawal or cancellation to all other Parties. The withdrawal from, or 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 withdrawal or cancellation.

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.

AGREED TO AND ENTERED into this ____ day of _____, 2009, on behalf of the City or County and Independent Fire Districts, by the undersigned, pursuant to the authority of the City administrator(s).

IN WITNESS WHEREOF, the parties hereto 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:

Chairman, Big Corkscrew Island Fire Control and Rescue District Date: _____

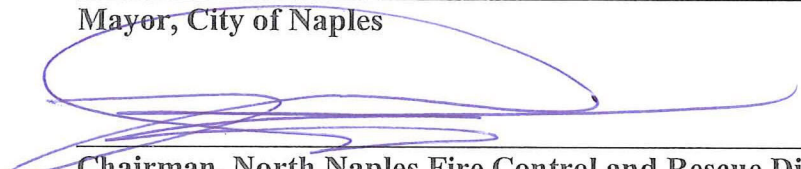
Chairman, East Naples Fire Control and Rescue District Date: _____

Chairman, Golden Gate Fire Control and Rescue District Date: _____

Chairman, Immokalee Fire Control and Rescue District Date: _____

Chairman, Marco Island City Council Date: _____

Mayor, City of Naples Date: _____



Chairman, North Naples Fire Control and Rescue District Date: 5/29/09

ATTEST:
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
DONNA FIALA, CHAIRMAN

Approval as to form and legal
Sufficiency:

Jeff E. Wright
Assistant County Attorney