

RESOLUTION 2012 - 33

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH CLAY COUNTY FOR AUTOMATIC AID FOR THE RESPONSE OF EMERGENCY APPARATUS IN THE EVENT OF A STRUCTURAL FIRE OR OTHER EMERGENCY SITUATION THAT ENDANGERS LIFE OR PROPERTY IN A DESIGNATED RESPONSE AREA AND MUTUAL AID WHEN ASSISTANCE IS REQUESTED DURING OTHER LARGE SCALE EMERGENCIES.**

**RECITALS:**

**WHEREAS**, no fire department can be totally prepared for all emergencies, and

**WHEREAS**, mutual and automatic aid provides for the shared resources to properly manage large scale or multiple incidents where a fire department could become overtaxed, and

**WHEREAS**, it has been determined that the Clay County and St. Johns County will mutually benefit by utilizing mutual and automatic aid, and

**WHEREAS**, municipalities, constitutional offices and subdivisions of the State of Florida have authority to enter into interlocal agreements and exercise jointly with any other public agency of the State any power, privilege or authority that they have in common and which each might exercise separately as provided in section 163.01, Florida Statutes; and

**WHEREAS**, the interests of the citizens of St. Johns County will be better served by entering into an interlocal agreement with Clay County for automatic aid in emergency situations that endanger life or property.

**NOW, THEREFORE BE IT RESOLVED BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS,**

**Section 1. Incorporation of Recitals.**

The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

**Section 2. Authorization.**

The County Administrator, or designee, is hereby authorized to execute the attached interlocal agreement (which is hereby incorporated into the this Resolution) by and between Clay County and St. Johns County in accordance with section 163.01, F.S., allowing for automatic aid in the event of situations that endanger life and property.

**Section 3. Correction of Errors.**

To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**Section 4. Severability.**

In is the intent of the Board, and it is hereby provided, that if any phrases, clause, sentence, subsection, section or provision of this Resolution is held to be invalid, or unconstitutional by a court of competent jurisdiction such invalidity of unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining phrases, clauses, subsection or provisions of this Resolution.

**PASSED AND ENACTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 7<sup>th</sup> day of February, 2012.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Mark Miner, Chair

ATTEST: CHERYL STRICKLAND, CLERK

By:   
Deputy Clerk

Effective Date: 2/7/12

RENDITION DATE 2/13/12



INTERLOCAL AGREEMENT  
BETWEEN  
CLAY COUNTY FLORIDA  
AND  
ST. JOHNS COUNTY, FLORIDA  
FOR  
AUTOMATIC AND MUTUAL AID

THIS INTERLOCAL AGREEMENT (the "Agreement") by and between the CLAY COUNTY, FLORIDA, acting through its Fire and Rescue Department (hereinafter "Clay County") and ST. JOHNS COUNTY, FLORIDA, acting through its Fire and Rescue Department (hereinafter "St. Johns County"), for the provision of automatic aid and mutual aid in certain emergency situations is entered into this 22 day of November, 2011.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, authorizes the joint exercise through Interlocal agreement by two or more public agencies of any power, privilege or authority common to them and which each might exercise separately; and

WHEREAS, the boundaries of the parties are adjacent to and abut each other; and

WHEREAS, the parties hereto wish to coordinate the joint and mutual use of fire and emergency medical facilities and equipment in the event of emergencies; and

WHEREAS, the parties wish to enter into this Agreement for the provision of automatic aid and mutual aid; and

WHEREAS, the parties recognize the mutual benefits that may be afforded by implementing this Agreement for automatic and mutual aid; now therefore

IN CONSIDERATION of the Recitals above and for other good and valuable consideration, the legal sufficiency of which is admitted by the parties, the parties agree as follows:

1. **Recitals.** The recitals set forth herein are accurate, correct and true and incorporated herein by this reference.
2. **Definitions.** As used in this License, the words defined immediately below shall have the meaning stated next to same. Words imparting the singular number

include the plural number and vice versa, and the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.

- (a) "Aiding Fire Rescue Department" means the fire rescue department providing Automatic or Mutual Aid to the Alarm Fire Rescue Department.
- (b) "Alarm Fire Rescue Department" means the fire rescue department in whose jurisdiction the emergency occurs.
- (c) "Automatic Aid" means the automatic response of a fire rescue engine company on a first alarm assignment of a fire rescue emergency in a designated response area.
- (d) "Mutual Aid" means a request for assistance and response by another jurisdiction for apparatus, equipment and/or personnel. Mutual Aid provides for the shared use of resources to properly manage large or multiple incidents. The requested responding units will be specified and a decision made by the Aiding Fire Rescue Department if resources are available to respond.

3. **Purpose and Intent.**

- (a) The purpose and intent of this Agreement is to enhance the existing life and property saving services provided to the residents of Clay County and St. Johns County through the provision by both parties of fire suppression, rescue, hazardous material containment, emergency medical and other similar emergency services.
- (b) This Agreement is not intended, and shall not be construed, to deprive a party in any way of its jurisdictional powers, nor is it the intent of the parties to combine their individual and separate agencies into a single agency or district to provide the services contemplated by this Agreement.

4. **Dispatch and Communications.**

- (a) Automatic Aid
  - (i) Automatic Aid will be requested for all of the following reports of:
    - a. Fire or explosions in a building or structure.
    - b. Vehicle fires in garages, carports or enclosed structures.
    - c. Collapsed buildings and other confined-space emergencies.

- d. Motor vehicle accidents involving extrication and/or victim entrapment.
- (ii) The Alarm Fire Rescue Department dispatch will request the response of the Aiding Fire Rescue Department by telephone automatically and immediately after alerting the Alarm Fire Rescue Department of the emergency and shall relay any pertinent information, including the type of call, location and the operating radio frequency.
- (iii) The aiding fire rescue unit will report, responding by radio to the dispatchers of both jurisdictions. All subsequent radio communications will be on the Alarm Fire Rescue Department's radio frequency.
- (iv) Each dispatch center will be identified by its department or county designation; each unit should preface radio communications with its department or county designation and then its apparatus number (E.g.: Clay E-154 to St. Johns; St. Johns E-6 to Clay).
- (b) Mutual Aid can be requested whenever the incident is beyond the capabilities of the on-duty resources and is requested by Incident Command or Shift Commander.
  - (i) Incidents for which Mutual Aid can be requested include:
    - a. Motor vehicle accidents
    - b. Medical emergencies
    - c. Fires requiring multiple hose lines
    - d. Persons trapped
    - e. Large scale evacuations
    - f. Hazardous materials or special technical operations
  - (ii) The Alarm Fire Rescue Department dispatch will request the response of the Aiding Fire Rescue Department by telephone upon receiving a request for Mutual Aid from an on-scene Incident Command and/or Shift Commander.

(iii) The Aiding Fire Rescue Department's Shift Commander will assess its resources and determine its ability to aid the Alarm Fire Rescue Department.

(iv) The aiding fire rescue unit will respond by radio to the dispatchers of both jurisdictions. All subsequent radio communications will be on the Alarm Fire Rescue Department's radio frequency.

5. **Automatic/Mutual Aid Operations.**

- (a) Each fire rescue department will develop and review operational guidelines within affected response areas and units prior to commencement of this Agreement.
- (b) Pursuant to the alarm-assignment-dispatch guidelines for Automatic Aid, each respective fire rescue department will respond with the closest available single engine unit and personnel to the Alarm Fire Rescue Department's structural fire or other emergency situation.
- (c) The Fire Chief or Incident Commander on scene will be responsible for and assume full charge of the operation in his respective jurisdiction. The first fire unit that arrives at the incident will establish an incident command system and manage the incident until relieved by an officer of the jurisdiction in which the incident occurs or until the time at which the Incident Commander determines that the incident no longer requires the assistance of the responding entity. In all cases, the jurisdiction in which the incident occurs shall send appropriate response units to the incident unless none are available due to unforeseen circumstances.
- (d) Automatic or Mutual Aid structural fire fighting apparatus shall be staffed with State of Florida-compliant certified fire fighters.
- (e) Each fire rescue department shall provide the other with current maps of the response areas and joint operating guidelines.
- (f) All apparatus responding pursuant to this Agreement will be fully serviceable and meet the standards detailed in NFPA 1901.
- (g) All operations will be conducted based on adopted fire/rescue standards and NFPA 1500 safety standards.

- (h) The Fire Chief of each fire rescue department shall have the responsibility to coordinate alarm assignments to ensure the company distribution in the jurisdiction that provides aid to the other party under this Agreement remains reasonable to meet any additional requests for service.
- (i) This Agreement is intended to cover day-to-day Automatic or Mutual Aid operations only, but may be considered to be in effect during natural or manmade disasters upon the mutual agreement of the parties.
- (j) This Agreement does not relieve either party from the necessity and obligation to provide adequate emergency medical service, structural fire suppression or other emergency response capability within its own jurisdiction.
- (k) Each party agrees that it shall, for the purposes of medical calls, respond with a minimum of state-certified Emergency Medical Technicians (EMT) and use reasonable diligence to keep emergency medical equipment in its possession as required by the State of Florida Department of Health for cities and counties of comparable size during the period this Agreement is in effect.
- (l) It is understood and agreed that no obligation exists to provide Automatic or Mutual Aid if doing so may seriously jeopardize the Aiding Fire Rescue Department's fire protection or emergency medical service status.

6. **Indemnification and Liability.** Each party acknowledges and accepts its responsibility under Section 768.28, Florida Statutes, for damages caused by the acts of its employees acting within the scope of their employment in the performance of this Agreement. Clay County shall not be liable for any injury, damage or loss suffered by St. Johns County which is not caused by the negligence or intentional acts of Clay County or its employees, and St. Johns County shall not be liable for any injury, damage or loss suffered by Clay County which is not caused by the negligence or intentional acts of St. Johns County or its employees.

7. **Compensation for Services.**

- (a) Neither party to this Agreement shall be required to pay compensation to the other party for services rendered hereunder so long as the total number

of apparatus responses shared between the two jurisdictions remains acceptable to the respective parties.

- (b) In the event a party finds the number of requested apparatus responses unacceptable, such party shall inform the other party in writing of its concerns and the parties shall meet within ten (10) days of receipt of the written notice to discuss the issue and seek a remedy for its resolution.

8. **Effective Dates and Termination.**

- (a) This Agreement shall be effective at 12:01 a.m. on the 22nd day of November, 2011, through and until 11:59 p.m., on the 21<sup>st</sup> day of November, 2012.

- (b) Notwithstanding any contrary provision of this Agreement, either party shall have the absolute right to terminate this Agreement at any time by providing at least thirty (30) days' written notice of such termination to the other party.

9. **Training.**

- (a) Both fire rescue departments shall participate in semi-annual joint training exercises with responding units.

- (b) The Fire Chief of each fire rescue department agrees to seek opportunities to share training with the other fire rescue department with the goal of achieving better cooperation and operational effectiveness.

10. **Amendments.** This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement. The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, or if either party to this Agreement determines that the number of responses rendered to the other party is unacceptable.

11. **Severability of Invalid Provision.** If any one or more of the agreements, provisions, covenants, conditions and terms of this Agreement shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining

agreements, provisions, covenants, conditions and terms of the Agreement and shall in no way affect the validity of any of the other provisions hereof.

12. **Precedence of Statewide Mutual Aid Agreement.** This Agreement shall not take precedence over the State of Florida's Statewide Mutual Aid Agreement, a purpose of which is to provide aid and assistance in the event of major or catastrophic disaster.

13. **Notice.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

If to Clay County:                   Lorin Mock  
Fire Chief of Fire and Rescue  
2519 State Road 16  
Green Cove Springs Florida 32043  
P. O. Box 1366  
Green Cove Springs, Florida, 32043

If to St. Johns County:           Chief Carl Shank  
3657 Gaines Road  
St. Augustine, Florida 32084

14. **Public Records.** The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Interlocal Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), as well as other applicable State and/or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

15. **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

16. **Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

17. **Entire Agreement.** This Agreement contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or bind any respective party hereto. This Agreement shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

18. **Authority to Execute.** Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

19. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties, by and through their lawfully authorized representatives, have executed this Agreement on the day and year first above written.

ATTEST:

CLAY COUNTY BOARD OF COUNTY  
COMMISSIONERS

By: S. C. Kopelousos  
S. C. Kopelousos  
County Manager and Clerk  
Of the Board of County  
Commissioners

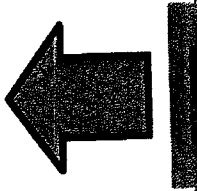
By: W. Travis Cummings  
W. Travis Cummings, Chairman

ATTEST:

ST. JOHNS COUNTY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_, Florida 32\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
3657 Gaines Road  
St. Augustine, Florida 32084



STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 22 day of November, 2011, by W. Travis Cummings Chairman of Clay County, Florida. Such person: *(notary must check applicable box)*

- is personally known to me; or
- produced a current \_\_\_\_\_ driver's license as identification; or
- produced \_\_\_\_\_ as identification



Diane P. Walker  
Diane P. Walker  
 [Print or type name]  
 NOTARY PUBLIC

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, the \_\_\_\_\_ of St. Johns County, Florida. Such person: *(notary must check applicable box)*

- is personally known to me; or
- produced a current \_\_\_\_\_ driver's license as identification; or
- produced \_\_\_\_\_ as identification

\_\_\_\_\_  
 \_\_\_\_\_  
 (Print Name)  
 Notary Public

**Form Approved:**

By: \_\_\_\_\_  
Office of the County Attorney