

"EXH. A
R-85-8"

"CONSOLIDATED"

MUTUAL FIRE AID
INTERLOCAL AGREEMENT

DECEMBER, 1983

Revised 1/9/85

"CONSOLIDATED"
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"CONSOLIDATED"

MUTUAL FIRE, RESCUE, EMERGENCY OR DISASTER INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT for mutual fire aid is made and entered into in Broward County, Florida, as of the 9th day of January 1985, pursuant to the provisions of Article VIII, Section 2(b), of the Constitution of the State of Florida, Section 163.01, Florida Statutes (1977), the "Florida Interlocal Cooperation Act of 1969", Chapter 166, Florida Statutes (1977), the "Municipal Home Rule Powers Act", and other applicable provisions of State and Local Law, by and between the undersigned municipalities, political subdivisions, towns, villages, special districts, public authorities and governmental entities, by authority of Resolution No. 85-8 of the governing body of City of Tamarac, Florida.

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 fire fighting and administrative personnel; and

WHEREAS, at times of fire, rescue, emergency or disaster, one of the parties hereto may have fire fighting, 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 fire fighting, 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 or more of the other parties for backup purposes, direct active fire fighting, rescue, emergency or disaster aid and assistance; and

WHEREAS, the parties hereto acknowledge that said fire fighting, 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 fire fighting, rescue, emergency or disaster event for mutual aid, mutual backup and cooperative use of the resources available among the affected parties, in order that lives and property be saved; and

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

WHEREAS, it is the intent of the parties to this Agreement to provide for mutual aid between the participating parties for unforeseen emergencies beyond the normal capabilities of an individual. It is not the intent of this agreement for any party to subsidize normal day-to-day operations of another participating 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, ordinances 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 extraterritorially 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 Circuit Court of Broward County.

2. APPARATUS, EQUIPMENT AND ACCESSORIES: It is agreed that at the time of the execution hereof each party has the equipment listed in the attached Exhibit "A" in good working order that will be and is subject to this Agreement. Only the equipment listed on Exhibit "A", as supplemented pursuant to paragraph 3 of this Agreement, shall be subject to this Agreement. In addition to the specifically described major pieces of equipment listed, said equipment shall be deemed to include all normal appliances, accessories and portable equipment associated therewith and normally contained thereon as required by N.F.P.A., pamphlet 1901, latest edition.

3. NEW EQUIPMENT ACQUISITION: Upon the acquisition of new equipment, said equipment, upon going "on-line" without restriction in active use, shall, without formal amendment hereto, be deemed included in the attached listing of pieces of equipment of the respective party(s) hereto, and shall be subject to this Agreement. The party acquiring such new equipment shall notify the Administrative Body, in writing, of the acquisition of new equipment as soon as the equipment goes into "on-line" service. The Administrative Body shall subsequently advise all parties to this agreement, in writing, of the acquisition of the new equipment.

4. 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 all or part of its equipment "off-line" or out of service for the purpose of maintenance or repair of the same. However, should any party actually or effectively dispose of fifty percent (50%) or more of its equipment without immediate replacement, then, at the option of the other parties hereto, as determined by a majority vote of the Administrative Body, this Agreement shall either be immediately and permanently terminated or conditionally terminated. A conditional termination shall take effect only if the party whose participation is being terminated fails to bring its "on-line", active equipment up to the level specified in the notice of conditional termination within the time limit set forth in the notice. Each termination, whether permanent or conditional, shall be in writing and shall not take effect until the Administrative Body has served upon the Clerk or Chief Administrative Officer of the party whose participation is to be terminated.

5. STAFFING: All responding vehicles shall be reasonably staffed by the party responding to a mutual aid request. Reasonable staffing shall include a minimum of three (3) fire fighters for each engine and two (2) fire fighters per aerial apparatus, and appropriately trained personnel for such other support equipment as may be requested. Each responding fire fighter

shall be a Florida State Certified Fire fighter possessing a valid certificate compliance or completion. It is understood that if additional manning or personnel are on duty, called for duty or available for the emergency duty in question, then said personnel shall be provided for this purpose.

6. COMMUNICATIONS: Recognizing that radio communication is necessary to successfully provide mutual fire fighting, emergency or disaster related assistance, the parties agree to provide the capability to access the following UHF radio frequency:

F.C.C. Radio/Call Sign - Designation - KXW361:

<u>FREQUENCY</u>	<u>DESIGNATION/USE</u>
470/473.6675	Mutual fire Assistance

This channel will be restricted to use by command personnel only as described in Paragraph #9.

7. 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".

8. 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.

9. 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) Fire Chief

(b) The Senior Officer in Charge/Command of requesting party's
Fire Department

10. REQUEST FOR ASSISTANCE; INFORMATION: The officer described in Paragraph 9 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.

11. 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 personal, or both, are not available to respond to a mutual aid fire, rescue, emergency or disaster call within responding parties 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 damage caused to it;

(c) The requested equipment is being utilized due to a previous emergency call;

(d) Mechanical breakdown of the requested equipment;

(e) The inability to adequately staff the equipment or to meet the minimum standards set forth at Paragraph 5 herein.

12. INDEMNIFICATION:

Except as otherwise specifically provided in this Agreement, 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 perform-

ed 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 attorneys 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.

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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. PRIOR COMMITMENT OF EQUIPMENT: In the event that a responding party's equipment and personnel are already "working" an emergency located within responding parties 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.

19. 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 the responding party has the absolute right to immediately return to the emergency site within its jurisdictional limits.

20. AMENDMENTS:

- (a) An amendment to this agreement shall be initiated through the Administrative Body.
- (b) All parties hereby agree to submit to their legislative bodies for final approval additions to and deletions from this agreement approved by a two-thirds vote of the Administrative Body.
- (c) Approval of such proposed amendments by two-thirds of the participating agencies' legislative bodies shall make such amendments effective as to and shall be binding upon all parties continuing to participate in this agreement.

21. ADMINISTRATIVE BODY:

The Administrative Body shall consist of the Fire Chief, or his designee, from each of the participating parties. The Administrative Body shall have the authority to adopt rules of procedure for conducting meetings or public hearings and for ruling upon disputes, disagreements, grievances and other matters to be determined by the Administrative Body pursuant to this Agreement.

22. TASK FORCES

- (a) The Administrative Body may organize various task forces as it deems appropriate.
- (b) Task forces shall be assigned specific topics for research and development. Recommendations from the task force(s) shall be forwarded to the Administrative Body upon completion.

23. PRIORITY OBJECTIVES: In the interest of uniformity and cost effectiveness it is hereby understood and agreed that task forces will immediately be formed by the Administrative Body to address the following topics: Training; Communications; Response; Purchasing; Equipment; Operational Procedures.

24. DISPUTES, DISAGREEMENTS AND GRIEVANCES: Disputes, disagreements or grievances which cannot be voluntarily resolved by the parties involved shall be resolved by the Administrative Body, whose decisions in such matters shall be final and binding upon all parties.

25. INTERPRETATIONS: The Administrative Body shall be the final authority on interpretation of this agreement. This agreement is not intended to prohibit or restrict any of the parties from seeking relief of disputes through the courts.

26. 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 Broward County Circuit Court.

27. TERMINATION: Except in the case of termination under paragraph four, this Agreement may be terminated upon forty-five (45) days written notice given by any party to the Administrative Body who shall within fifteen (15) days, serve written notice to all parties through their respective Clerk or Chief Administrative Officer.

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

Signed, sealed and delivered
in the presence of:

THE CITY OF TAMARAC

ATTEST:

By: Philip B. Kravitz
MAYOR

[Signature]
CITY MANAGER

By: [Signature]
CITY MANAGER

ATTEST:

DATE: 1/9/85

Carol E. Barbato
CITY CLERK

Approved as to form

By: Jon Henning
CITY ATTORNEY