

C5-14-94

INTERLOCAL AGREEMENT FOR IMMEDIATE AND MUTUAL AID BETWEEN NASSAU COUNTY FL AND THE CALLAHAN VOLUNTEER FIRE DEPARTMENT

THIS AGREEMENT is being entered into this ^{22nd day} ~~12~~ day of DECEMBER, 2014, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and the TOWN OF CALLAHAN, FLORIDA hereinafter referred to as the "TOWN".

WHEREAS, it is the purpose and intent of this agreement of the Town and the County, pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges and authorities which they share in common and which each might exercise separately in order to further a common goal; and

WHEREAS, the County has determined that it is in the best interest and of the mutual benefit of the citizens of Nassau County that fire protection and emergency medical services be provided through a cooperative effort between the Town and County, and

WHEREAS, the Town has determined that it is in the best interest of the citizens of Callahan that fire protection and emergency medical services be provided through a cooperate effort between the Town and County; and

NOW THEREFORE, the parties agrees as follows:

1. The foregoing recitals are true and correct and are hereby fully incorporated into this Agreement by this reference.
2. Purpose and Scope. This agreement provides through the cooperation of the Town and the County for efficient fire protection and emergency medical services for the Town and for those areas of the County outside the Town limits but within the unincorporated area of the County.
3. Term and Effective Date. The term of this agreement begins OCTOBER 1, 2014 and ends SEPTEMBER 30, 2015. This Agreement shall be automatically renewed on an annual basis unless terminated in accordance with Section 11 herein.
4. Immediate Aid. Is defined as a plan developed between the Town and County Fire-Rescue Departments for immediate joint response on all calls for service within the response zone. Both the Town and County agree to respond to any and all requests for fire protection, emergency medical services and other emergencies as deemed necessary. The basis for this obligation is the cooperation between the Town and the County in such a manner that results

- in effective and efficient fire protections and emergency medical services, and hazardous materials response.
5. Mutual Aid. The Agreement between the Town and County that they will assist one another on request by furnishing personnel, equipment, and/or expertise.
 6. Dispatch. It is agreed by both parties hereto that the communications/dispatch system (911 Emergency) will be maintained by Nassau County Sheriff's Office and responsibility for dispatching fire and EMS apparatus within agreed up jurisdiction boundaries lies solely with the County communications systems.
 7. Volunteer and Employee Status. Volunteers and persons employed by the County, who respond to fire or EMS and Haz-Mat calls within the jurisdictional boundaries of the other agency shall remain volunteers of the Town or employees of the County for purposes related to pay, benefits, pension, worker's compensation, unemployment benefits, and all other volunteer or employee rights or privileges granted by law or granted by the respective agency.
 8. Duties and Responsibilities. The County and Town will be mutually dispatched and shall utilize their respective resources to respond to all fire protection, Haz-Mat and emergency medical service calls within the Town and surrounding response zone. The Town may be dispatched to additional calls for service within the unincorporated areas of the County as to assist the County either by being dispatched first or for support. Once an incident is determined to be under control by units operating on scene, the Incident Commander will announce "situation under control" or "handle with units on scene" over the tactical channel. This announcement shall not serve as a cancellation of Town units. In this situation, Town units may continue into the incident scene in a Code 1 (non-emergency) status at their discretion.
 9. Indemnification. The Town, County and the Nassau County Sheriff's Office do not assume any liability for the acts, omissions or negligence of the other party. Each party shall indemnify and hold the other harmless from all claims, damages, losses and expenses arising out of or resulting from performance of their respective duties under this agreement. Nothing contained herein shall constitute a waiver of immunity or limitation of liability the Town or County may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
 10. Incident Command. The Town and County both agree that the National Incident Management System (NIMS) model shall be used on all calls requiring a "COMMAND" structure. The first arriving officer shall assume Command of any emergency, regardless of jurisdiction. Unified Command may be utilized during major incidents within the Town.
 11. STANDARD OPERATION GUIDELINES. The Town agrees to function under the Standard Operating Guidelines (SOG) of the County, to the extent doing so is reasonable, practicable,


and not in conflict with state law. The County will furnish the SOG to the Town along with subsequent additions and or deletions. The County agrees to confer with the Town Fire Chief regarding changes that affect the Town.

12. Termination. This agreement may be terminated, without cause, by either party. The terminating party shall give the other party at least sixty (60) days written notice of its intent to terminate and the termination date.
13. Communications. The Town shall comply with existing communication policies and procedures as established in the agreement between the Nassau County Sheriff and Nassau County Fire Rescue. The Town and County agree to jointly review, modify and amend all Fire-Rescue communications as needed to ensure nationally recognized standards are followed.

IN WITNESS WHEREOF, the parties to this Agreement hereby set their hands and seals the day and year aforesaid.


BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

ATTEST:



CLERK


MES
01-05-15




CHAIRMAN

TOWN OF CALLAHAN

ATTEST:



CLERK



COUNCIL PRESIDENT



MAYOR