

RESOLUTION 2021 - 07

RESOLUTION AUTHORIZING THE DEFUNIAK SPRINGS FIRE DEPARTMENT TO ENTER INTO AN AUTOMATIC MUTUAL AID AGREEMENT WITH ARGYLE FIRE DISTRICT AND LIBERTY FIRE DISTRICT

WHEREAS: the DeFuniak Springs Fire Department recognizes the need for automatic mutual aid for a structure fire response within The City of DeFuniak Springs;

WHEREAS: these additional resources provide additional equipment and firefighters during a critical structural fire response; and,

WHEREAS: a structure fire shall mean any reported and/or confirmed working fire in a residential, commercial, recreational or rural property; and,

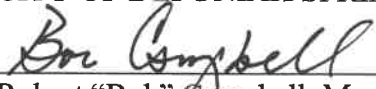
NOW THEREFORE, BE IT RESOLVED that The City of DeFuniak Springs does hereby agree to:

SECTION 1. Authorize the DeFuniak Springs Fire Department to enter into an Automatic Mutual Aid Agreement with Argyle Fire District and Liberty Fire District and participants agree that automatic aid is reciprocal. While automatic aid does not ensure that a community will receive the exact same amount of assistance as it gives, it does mean that all participants will provide assistance outside its jurisdictional boundaries and that level of service delivered within the automatic aid system will be comparable; and,


SECTION 2. Allow the DeFuniak Springs Fire Department to execute said Automatic Aid Agreement upon receipt of signed Agreement from Argyle Fire District and Liberty Fire District.

PASSED BY THE CITY COUNCIL OF DEFUNIAK SPRINGS, FLORIDA, IN REGULAR SESSION THIS 26TH DAY OF APRIL 2021.

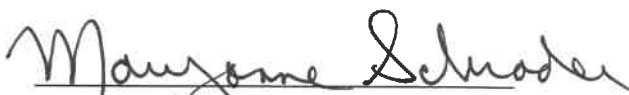
CITY OF DEFUNIAK SPRINGS


Robert "Bob" Campbell, Mayor

DEFUNIAK SPRINGS FIRE DEPARTMENT


Ross O. Sheffield, Fire Chief

ATTEST:


Maryanne Schrader, City Clerk



**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN
CITY OF DEFUNIAK FIRE DEPARTMENT, ARGYLE FIRE DISTRICT, AND
LIBERTY FIRE DISTRICT**

THIS AGREEMENT, made and entered into this 26th day of April 2021, by and between City of DeFuniak Springs Fire Department, Argyle Fire District and Liberty Fire District.; The **City of DeFuniak Springs**, a municipality of the State of Florida whose address is 71 US Highway 90 West, DeFuniak Springs, Florida 32435; the **Liberty Fire District**, an independent fire district within Walton County whose address is 3910 King Lake Road, DeFuniak Springs, Florida 32433; and **Argyle Volunteer Fire Department, Inc.**, a Florida non-profit corporation and an independent fire district within Walton County, whose address is P.O. Box 61 Argyle, Florida 32422.

WHEREAS, the parties hereto are geographically located in proximity to each other; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that each of the other parties effectively assist the other in the event of a fire or other emergency that endangers life or property:

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows;

1. That it is hereby set forth that the parties shall respond, pursuant to the Emergency Fire Dispatch System (EFD), with appropriate fire-fighting equipment with a normal complement of personnel within those areas designated by the parties hereto. The parties shall, under such circumstances, come under the authority of the party to which the automatic aid is being given.

2. That it is hereby the responsibility of the Chiefs of said parties for coordinating the EFD and response of equipment and personnel in such a manner as to insure that an adequate level of fire protection service remains available to each jurisdiction.

3. No party to this agreement shall be required to pay any compensation to any other party to this agreement for services rendered, the mutual advantages and protection afforded by this agreement being considered adequate compensation to all parties.

4. It is mutually understood and agreed that this agreement does not relieve any of the parties hereto from the necessity and obligation of providing adequate fire protection within its own areas, and each party hereto agrees that it shall use reasonable diligence in keeping the fire-fighting equipment and personnel in its possession up to the minimum standards recommended by the Insurance Services Office for the cities/districts of comparable size.

5. Any services performed or expenditures made in connection with furnishing automatic aid under this agreement by any party hereto shall be deemed conclusively to be for the direct protection of such party.

6. The parties to this agreement shall coordinate and present training opportunities for all entities, as available, for the development of personnel.

7. The parties to this agreement shall coordinate with each other to standardize response and equipment.

8. The parties to this agreement agree to utilize the National Incident Management System (NIMS) and shall train all personnel in the understanding and utilization of NIMS.

9. The parties to this agreement shall abide by all Florida Rules and Statutes relating to fire service and the routine employment of firefighters.

10. The party having jurisdiction shall assume command upon arriving at all incidents occurring within its jurisdiction.

11. The party providing aid shall abide by the commands and needs of the Incident commander on scene of the party having jurisdiction over an incident.

12. Each party shall provide updates concerning any changes in personnel, equipment, and/or training which could affect the other parties.

13. The parties to this agreement shall review all protocols and response procedures annually. Any changes shall be provided to the other parties to ensure standardization of responses and/or procedures.

14. All parties to this agreement shall agree to an information-sharing program to benefit the other parties.

15. Each party shall appoint a representative to work with the Walton County Emergency Management Office during Emergency Operations Center activations for ESF staffing.

16. The parties to this agreement shall utilize Walton County Dispatch Protocols when using or being dispatched by the Walton County Dispatch Center

17. Any party to this agreement may withdraw at any time, upon thirty (30) days' written notice to each of the other parties; and thereafter, such withdrawing party shall no longer be party to this agreement.

18. The parties to this agreement shall allow public access to all documents and materials pertaining to this agreement to the extent required/permitted by Chapter 119, Florida Statutes. Should any party assert any exemptions to the requirements of Chapter 119, F.S., and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon that party.

19. It is agreed by all parties that none assumes any liability for the acts, omissions, and negligence of the others. All parties shall indemnify and hold the others harmless from all claims, damages, losses, and expenses arising out of or resulting from the performance of their respective operations under this agreement. However, nothing contained herein shall constitute a waiver by The City of DeFuniak Springs, or Argyle Fire District, or Liberty Fire District of their sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.

20. Upon execution this agreement and any subsequent amendments hereto shall be filed with each Fire Department of Walton County, Florida in accordance with §163.01, Florida Statutes.

IN WITNESS WHEREOF, this agreement has been executed the day and year first above written by the parties hereto:

**THE CITY OF DEFUNIAK SPRINGS, FLORIDA
a municipal corporation**

By: Bob Campbell
Robert "Bob" Campbell, Mayor

Date: 4-26-2021

DEFUNIAK SPRINGS FIRE DEPARTMENT

By: Ross O. Sheffield
Ross O. Sheffield, Fire Chief

Date: 4/26/2021

ARGLYE FIRE DISTRICT, DEFUNIAK SPRINGS, FLORIDA

By: _____
Jonathan Day, Chief

Date: _____

LIBERTY FIRE DISTRICT, DEFUNIAK SPRINGS, FLORIDA

By: _____
John Dunham, Chief

Date: _____