

RESOLUTION 2005 - 181

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF ST. AUGUSTINE 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.**

**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 City of St. Augustine 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,

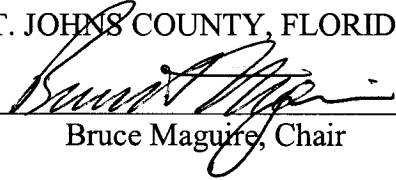
**NOW, THEREFORE BE IT RESOLVED BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS,**

That the County Administrator and the Fire Rescue Chief are authorized to execute a Mutual/Automatic Aid Agreement between the City of St. Augustine and St. Johns County authorized by section 163.01, Florida Statutes.

**PASSED AND ENACTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 12<sup>th</sup> day of July, 2005.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: \_\_\_\_\_

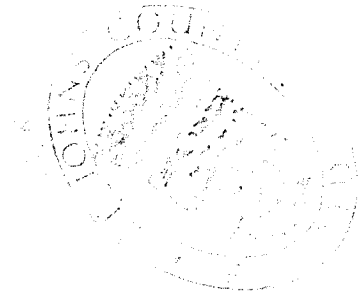
  
Bruce Maguire, Chair

RENDITION DATE 07-15-05

ATTEST: CHERYL STRICKLAND, CLERK

By: Patricia A. Grande  
Deputy Clerk

Effective Date: 07-12-05



**AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE AND  
ST. JOHNS COUNTY**

**AUTOMATIC/MUTUAL AID AGREEMENT**

**THIS INTERLOCAL AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2005, pursuant to the authority contained in Chapter 163, Florida Statutes, by and between the City of St. Augustine and St. Johns County, both of which are Fire and Rescue Departments in the State of Florida, establish an Automatic Aid Agreement 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.**

**WITNESSETH**

**WHEREAS, the Florida Interlocal Cooperation Act of 1969, 163.01, Florida Statutes, authorized governmental units to cooperate to provide services for mutual benefit, and**

**WHEREAS, the municipal boundaries of the parties are adjacent to and abut each other and/or all are situated in the city of St. Augustine and St. Johns County; and**

**WHEREAS, the parties hereto desire to coordinate the joint and mutual use of fire and emergency medical facilities and equipment in the event of an structural fire or other emergency situation that endangers life or property; 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 163.01, Florida Statutes; and**

**WHEREAS, the governing bodies of each jurisdiction recognize the benefits that may be afforded to the citizens by the Agreement, and**

**WHEREAS, the parties hereto as local units of government have the power to enter into and administer the terms of this Agreement under Florida Statutes; and**

**NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained in the Agreement, together with other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and parties hereto agree as follows:**

## **1. DEFINITIONS**

- a. Automatic Aid:** The automatic response of a fire rescue engine company on a first alarm assignment of a fire rescue emergency in a designated response area.
- b. Mutual Aid:** A request for assistance and response by another jurisdiction for apparatus/equipment/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 department if resources are available to respond.
- c. Alarm Fire Rescue Department:** The fire rescue department in whose jurisdiction the emergency occurs.
- d. Aiding Fire Rescue Department:** The fire rescue department providing Automatic or Mutual Aid to the alarm fire rescue department.

## **2. DISPATCH AND COMMUNICATIONS**

Appendix A and map attached hereto are incorporated by reference herein.

- a. Automatic Aid will be requested for all of the following reports of:**
  - Fire or explosions in a building or structure.
  - Vehicle fires in garages, carports, or enclosed structures.
  - Collapsed buildings and other confined space emergencies.
- 1. Pending the recall of off-duty members, automatic aid may be requested to respond when the alarm department is unavailable to respond.**
- 2. The alarm fire rescue department dispatch will request the dispatching of the aiding fire rescue department by telephone automatically and immediately after alerting the alarm fire rescue department to the emergency.**
- 3. 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.**
- 4. Each dispatch center will be identified by their City or County designation (Example E-601 to St. Johns; E10 to St. Augustine).**

**b. Mutual Aid can be requested whenever the incident is beyond the capabilities of the on-duty resources and requested by the IC or Shift Commander. These types of incidents may include:**

- **Fires requiring multiple hose lines**
- **Persons trapped**
- **Large-scale evacuations**
- **Hazardous Materials or Special technical operations**

- 1. The alarm fire rescue department dispatch will request the dispatching of the aiding fire rescue department by telephone automatically and immediately after alerting the alarm fire department to the emergency.**
- 2. The aiding fire rescue department's Shift Commander will assess their own resources and determine the ability to aid the other jurisdiction.**
- 3. 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.**

### **3. AUTOMATIC /MUTUAL AID OPERATIONS**

- a. Each fire rescue department will develop and review operational guidelines with 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 department will respond with the closest available single unit engine and personnel to the other's structural fire or other emergency situation as described in Appendix A.**
- c. The Fire Chief or senior officer on scene will be responsible for and assume full charge of the operation in their 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 is mitigated.**
- d. Automatic or Mutual Aid structure fire fighting apparatus shall be staffed with a minimum of two State of Florida compliant certified fire fighters.**

- e. Both departments will provide the other with current maps of the response areas, and joint operating guidelines.
- f. All apparatus responding per this agreement will be fully serviceable and meet standards detailed in NFPA 1901.
- g. All operations will be conducted based on adopted fire/rescue standards and NFPA 1500 safety standards.
- h. Mitigation, for purposes of this Agreement shall mean that time at which the incident commander determines that the incident no longer requires the assistance of the responding entity. In all cases the municipal or special district jurisdiction in which the incident occurs will send appropriate response units to the incident, unless none are available due to unforeseen circumstances.
- i. The Fire Chief of each fire/rescue department or designees shall have the responsibility to coordinate alarm assignments to ensure the company distribution in the jurisdiction that provides aid to the other parties under this Agreement remains reasonable to meet any additional request for service.
- j. 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 man made disasters.
- k. 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 on jurisdiction.
- l. Each party agrees that it shall use reasonable diligence to keep fire fighting and emergency medical equipment in its possession and available up to the minimum recommended by the current Insurance Services Offices (ISO) class for the community, and State of Florida Department of Health for cities and counties of comparable size during the times this agreement is in effect.
- m. It is also understood and agreed that no obligation exists to provide automatic/mutual aid if doing so seriously jeopardizes the assisting jurisdiction's fire protection or emergency medical service status.

#### **4. SPECIAL CONSIDERATIONS**

- a. Should any party to this Agreement determine that the number of responses rendered to another party is unacceptable; the parties agree to renegotiate the agreement.**
- b. Either party may request to revise the Agreement. Such requests must be placed in writing, and address the reason for the revision as well as provide revised language.**
- c. If any section, paragraph, sentence, clause, phrase, or word of this Agreement, is for any reason held by a Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Agreement.**
- d. Either party shall be held harmless against any and all claims for bodily injury, sickness, disease, personal injury resulting in disability or death or damage to property or loss of use resulting therefrom, arising out of this Agreement, or any service provided by either party pursuant to this Agreement, unless such claims are a result of the other party's sole gross negligence.**
- e. Parties to this Agreement shall not be required to pay compensation to any of the other for services rendered hereunder, provided that the total number of apparatus responses shared between the two jurisdictions remains acceptable to each party.**
- f. This Agreement shall not take precedence over the State of Florida's Statewide Mutual Aid Agreement, which purpose, in part, is providing aid and assistance in the event of major or catastrophic disaster.**
- g. This Agreement supersedes and replaces any and all previous such agreements relating to Automatic or Mutual Aid provided between the city of St. Augustine and St. Johns County.**

#### **5. TRAINING**

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

**b. EBoth Fire Chiefs agree to seek opportunities to share training with the goal of better cooperation and operational effectiveness.**

**AGREED TO AND ACCEPTED AS OF THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2005.**

**CITY OF ST. AUGUSTINE**

**ST. JOHNS COUNTY**

**By: \_\_\_\_\_**

**By: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**By: \_\_\_\_\_**

**By: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Date: \_\_\_\_\_**



APPENDIX – A

The following is provided as a general response area for out of jurisdiction Automatic Aid. Such response should be consistent with mutually agreed upon dispatch policies of the respective parties of the agreement. Dispatch policies are subject to change as the needs and requirements of the parties of this agreement dictate.

St. Johns County

St. Augustine Fire Department will respond to Emergency Service Numbers (ESN) 118, 137, 602, 603 and 828.

City of St. Augustine

St. Johns County will respond to ESN 122, 129, 135 and 601.

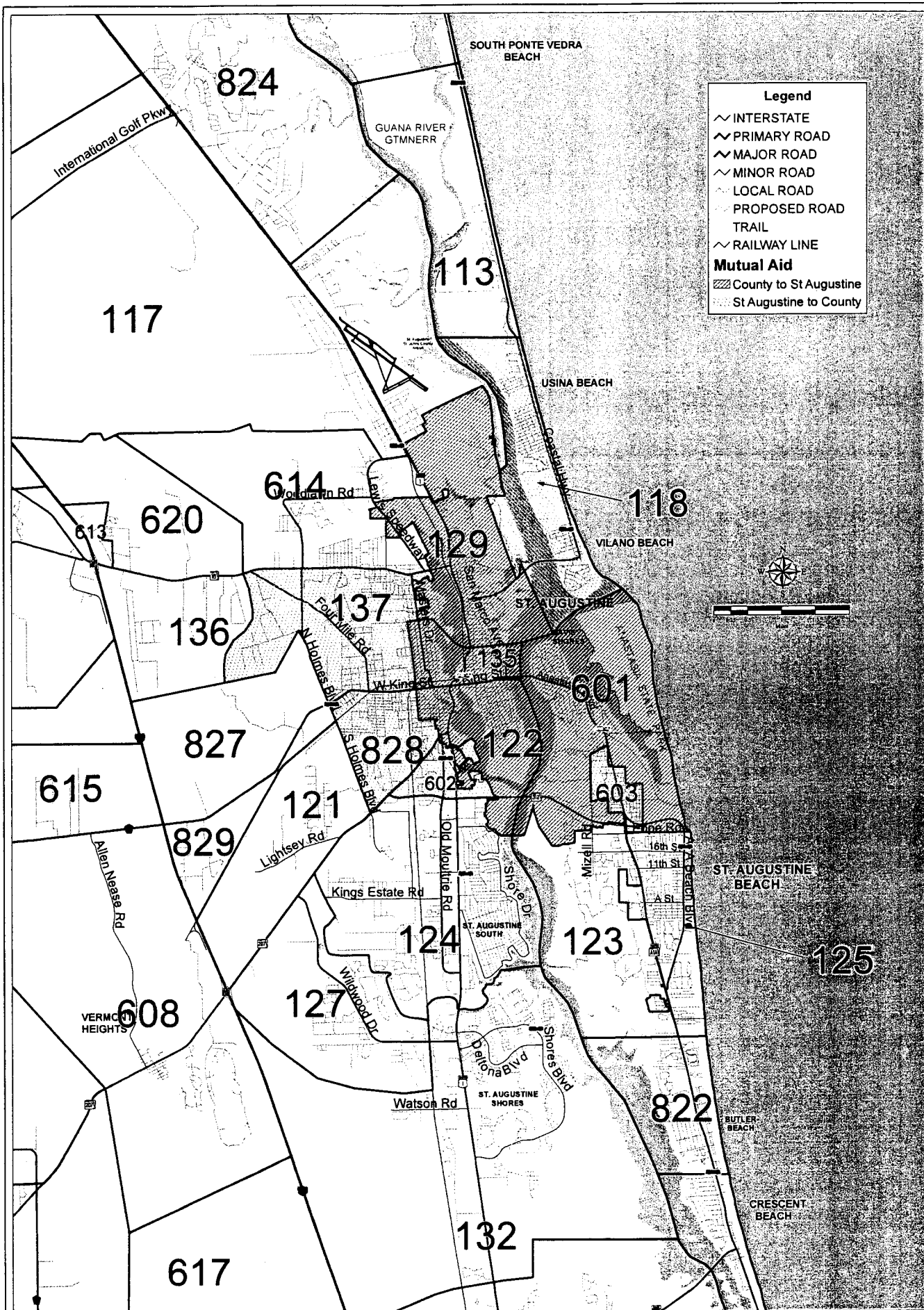
Attachment

Refer to attached map for boundary identification.

Reviewed:

\_\_\_\_\_  
Robert V. Hall, Fire Rescue Chief  
St. Johns County Fire Rescue  
St. Johns County, FL

\_\_\_\_\_  
James W. Owens, Fire Chief  
St. Augustine Fire Dept.  
St. Augustine, FL



**Legend**

- ~ INTERSTATE
- ~ PRIMARY ROAD
- ~ MAJOR ROAD
- ~ MINOR ROAD
- ~ LOCAL ROAD
- ~ PROPOSED ROAD
- ~ TRAIL
- ~ RAILWAY LINE

**Mutual Aid**

- ▨ County to St Augustine
- ▩ St Augustine to County



# Mutual Aid for St Johns County and the City of St Augustine



**DISCLAIMER:**  
 This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy of completeness of the data shown hereon.  
 Map Prepared: 4/22/2005

