

RESOLUTION 21-111

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING MUTUAL AID AGREEMENTS RELATING TO FIRE PROTECTION SERVICES BETWEEN THE CITY AND THE CITY OF PANAMA CITY AND NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT AUTHORITY.

BE IT RESOLVED by the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Panama City relating to the fire protection services for the Northwest Florida Beaches International Airport, in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such agreement shall be conclusive evidence of such approval.

2. The Agreement entered into between the City and the Northwest Florida Beaches International Airport Authority, attached as Exhibit B, is hereby ratified.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 11th day of March, 2021.

CITY OF PANAMA CITY BEACH

By 
MARK SHELDON, MAYOR

ATTEST:


LYNNE FASONE, CITY CLERK

**COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT FOR FIRE PROTECTION**

This Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement ("Agreement") is made as of March 1, 2021, by and between the City of Panama City Beach, Florida, and the Northwest Florida Beaches International Airport, a special district.

WITNESSETH

Whereas, the subscribing agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of fire fighting resources to adequately respond to:

- (1) Continuing, multi-jurisdictional life-saving, fire fighting, and other related activities, so as to protect and promote the safety, and preserve the lives and property of the people, and
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.34, F.S., and

Whereas, the City of Panama City Beach for its Fire Department and the Northwest Florida Beaches International Airport, a special district, have the authority under Section 23.1225, F.S., et seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for services which:

- (1) Permits voluntary cooperation and assistance of a routine life-saving and fire fighting nature across jurisdictional lines, and
- (2) Provides for rendering of assistance in a life-saving and fire fighting emergency;

NOW, THEREFORE, the parties agree as follows:

SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render life-saving and fire fighting assistance to the other, and primarily focusing on backup services during life-saving and fire fighting activities.

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed agencies hereby approve and enter into this Agreement whereby each of the agencies so represented may request and render life-saving and fire fighting assistance to the other to include but not necessarily be limited to dealing with aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, and incidents requiring utilization of specialized units.

Whenever a traffic crash involving suspected injuries or a serious nature is reported to the jurisdiction in which the crash occurred, and that life-saving and fire fighting agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, the assisting agency may be contacted for assistance. The assisting effort shall be restricted to necessary life-saving and fire fighting activities.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this Agreement is in need of assistance as set forth above, that party shall notify the agency head or designee from whom such assistance is required. The agency head or designee whose assistance is sought shall evaluate the situation and will respond in a manner he or she deems appropriate.

Nothing contained herein shall be construed to require either agency to render assistance to the other. The decision to render assistance to the other agency shall rest solely with the discretion of the agency to which the request is made.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his or her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

The agency head's decision in these matters shall be final.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.

Conflicts: Whenever an employee of either subscribing agency renders assistance pursuant to this Agreement, that employee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

Handling Complaints: Whenever there is a cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the agency head or his designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.

2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employee accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V. LIABILITY

Each party engaging in any mutual cooperation and assistance pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28 F.S., where applicable.

SECTION VI. POWERS, PRIVILEGES, IMMUNITIES AND COSTS.

- A. Employees of each participating agency when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside the state of Florida, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127(1), F.S., have the same powers, duties, rights, privileges and immunities as if inside the employee's political subdivision in which normally employed.
- B. Each party agrees to furnish necessary equipment, resources and facilities and to render services to the other party to the Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.
- C. A political subdivision that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- D. The agency furnishing aid pursuant to this Section shall compensate its appointees and employees during the time such aid is rendered and shall defray that actual travel and maintenance expense of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.
- E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the

employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of the mutual aid agreement. The provisions of this Section shall apply with equal effect to paid, volunteer, and reserve employees.

- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- G. Nothing herein is intended or is to be construed as any transfer or contracting away of any of the powers or functions of either party to the other.

SECTION VII. LIABILITY INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in section 768.28(15)(a) F.S., in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify the other party of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VIII. FORFEITURE PROVISIONS

In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this Agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to chapter 932 F.S. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932 F.S., to include, but not be limited to, the complete discretion to bring the action or dismiss the action.

All proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided equally between the parties, less the costs associated with the forfeiture actions.

SECTION IX. EFFECTIVE DATE AND AMENDMENTS

This Agreement shall take effect as of March 1, 2021, for a term of three (3) years, and thereafter shall be automatically renewed from year to year absent either party serving notice of cancellation as provided in Section X. The Agreement shall not be modified or amended except by written instrument executed with the same formalities as this Agreement.

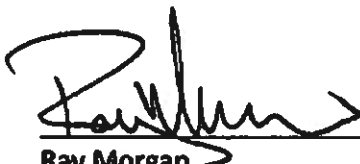
SECTION X. CANCELLATION

Any party may cancel its participation in this Agreement upon delivery of ninety (90) days written notice to the other party. Cancellation will be at the direction of any subscribing party.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

CITY OF PANAMA CITY BEACH

NORTHWEST FLORIDA BEACHES
INTERNATIONAL AIRPORT, A SPECIAL
DISTRICT



Ray Morgan
Fire Chief

02/26/2021

Date



Jerry Swearingen
Fire Chief

02/25/2021

Date

City Manager/Interim City Manager Date



Parker W. McClellan, Jr. A.A.E.
Executive Director

25 FEB 21

Date

**MUTUAL AID AGREEMENT
FOR
FIRE PROTECTION**

This agreement entered into by and between the City of Panama City, Florida and City of Panama City Beach, Florida, on this the ____ day of _____, _____. This agreement shall remain in effect until modified or canceled by either party with a minimum of 30 days written notice.

WITNESSETH:

WHEREAS, the City of Panama City is a municipality of the State of Florida established and empowered to operate, maintain, and protect the properties of the City of Panama City and all activities within its boundaries and to promote the safety of said City and the public therein,

WHEREAS, the City of Panama City Beach is a municipality of the State of Florida established and empowered to operate, maintain, and protect the properties of the City of Panama City Beach and all activities within its boundaries and to promote the safety of said City and the public therein,

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires and other emergencies within its own jurisdiction and area, and

WHEREAS, the parties hereto desire to augment the emergency services available to their various fire districts and municipality in the event of large fires, conflagrations or other emergencies, and

WHEREAS, the lands or districts of the parties hereto are adjacent or contiguous so that mutual assistance in emergencies is deemed feasible, and

WHEREAS, it is the policy of the fire departments and their governing bodies to enter such agreements wherever practicable, and

WHEREAS it is mutually deemed sound, desirable, practicable and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms;

THEREFORE BE IT AGREED THAT:

1. Whenever it is deemed advisable by the Incident Commander present at any fire or other emergency, to request mutual aid assistance under the terms of this agreement, the Incident Commander is authorized to do so, and the senior officer on duty of the fire department receiving the mutual aid request shall take the following action.
 - a. Determine the exact needs of the Incident Commander at the scene of the emergency.
 - b. Immediately determine if apparatus and personnel are available to respond to the incident.
 - c. Determine what apparatus and personnel to be dispatched.
 - d. The senior officer at the receiving fire department shall have the appropriate apparatus and personnel dispatched to the incident scene.
 - e. The responding personnel shall report to the Incident Command Post upon arrival to the incident scene. They shall follow the instructions of the Incident Commander.

- f. The senior officer at the receiving fire department shall notify the Chief Officer on Call of the request and dispatch of apparatus and personnel as soon as reasonably possible.
2. Rendering mutual aid assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for mutual aid assistance shall immediately inform the requesting party, if, for any response, mutual aid assistance cannot be rendered. Each municipality retains the right to recall any assistance provided outside of their city limits should circumstances within their jurisdiction dictate its immediate need.
3. Each party to this agreement waives all claims against the other party or parties for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.
4. All services performed under this agreement shall be rendered without reimbursement of either party or parties.
5. The Incident Commander of the requesting fire department shall assume full command of operations. However, if the Incident Command requests to transfer command to the senior officer of the assisting fire department, the Incident Commander of the requesting fire department shall not, by relinquishing command, be relieved of the responsibility of the operation. The apparatus, personnel and equipment of the assisting fire department shall be under the immediate supervision and responsibility of the senior officer of the fire department rendering assistance.
6. The Operational Chiefs of the fire department of the parties of this agreement are authorized to meet and draft detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by signatory parties.

7. This agreement shall become effective upon the execution and shall remain in full force and effect, until canceled by mutual agreement of the parties hereto or written notice by one party to the other, giving a thirty (30) day notice of said cancellation.

IN WITNESS WHEREOF, the parties hereto cause the duly authorized SIGNATURE to be affixed this _____ day of _____, _____.

Mayor, City of Panama City

Mayor, City of Panama City Beach

City Manager, City of Panama City

City Manager, City of Panama City Beach

City Clerk, City of Panama City

City Clerk, City of Panama City Beach

Fire Chief, City of Panama City

Fire Chief, City of Panama City Beach