

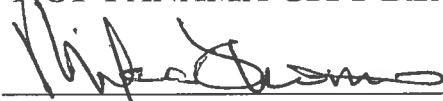
RESOLUTION 17-44

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and NSA PC, relating to the provision of emergency fire services, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 12th day of January, 2017.

CITY OF PANAMA CITY BEACH

By: 
Mike Thomas, Mayor

ATTEST:


Diane Fowler, City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

FIRE/JOHN DALY

2. MEETING DATE:

JANUARY 12, 2017

3. REQUESTED MOTION/ACTION:

APPROVE MUTUAL AID AGREEMENT WITH NSA PC FOR EMERGENCY FIRE SERVICES

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

For several years the City has had in place a Mutual Aid Agreement with Naval Support Activity Panama City (NSA PC) related to the provision of emergency fire services. The agreement is periodically reviewed and updated by the parties.

The present document updates the party information but keeps intact the obligations and protocol that have long been in place.

Staff recommends approval.

DEPARTMENT OF THE NAVY
NAVAL SUPPORT ACTIVITY
PANAMA CITY, FL 32407-7018
CITY OF PANAMA CITY BEACH PANAMA
CITY BEACH, FL 32413

NSA PC
Ser

PCBFD
Ser

MUTUAL AID AGREEMENT
BETWEEN
NAVAL SUPPORT ACTIVITY PANAMA
CITY
AND
CITY OF PANAMA CITY BEACH

Subj: MUTUAL AID AGREEMENT

1. Purpose. This is a Mutual Aid Agreement between Naval Support Activity Panama City (NSA PC) and Panama City Beach Fire Department. It in no way implies that the NSA PC Commanding Officer relinquishes exclusive jurisdiction. NSA PC includes all the area in Bay County occupied by NSA including four beach sites located between Thomas Drive. It includes office spaces, research and development facilities, waterfront piers, warehouses, libraries, medical and dental clinics, military credit union, Navy Exchange, recreational facilities, military family housing, contiguous roads, streets, and paved parking areas. This Mutual Aid Agreement identifies voluntary assistance offered between the Panama City Beach Fire Department and NSA PC.

2. Responsibilities.

a. Each of the parties agrees to maintain equipment and personnel for the suppression of fires and other emergencies within its jurisdiction.

b. In the event of large fires, conflagration or other emergencies, the parties will determine when to augment the emergency services available in their districts/municipality.

c. The lands or districts of the parties hereto are adjacent or contiguous so that mutual assistance in emergencies is deemed feasible.

d. It is the policy of the fire departments and its governing bodies to conclude such agreement wherever practicable.

e. It is deemed sound, desirable, practicable and beneficial for the parties to this Mutual Aid Agreement to render to one another in accordance with these terms.

f. When advised by the senior officer of a fire department, or by the senior officer of any fire department present at any fire or other emergency, to request mutual aid assistance under this Mutual Aid Agreement, he/she is authorized to do so. The senior officer on duty of the fire department receiving the request shall take the following action.

(1) Immediately determine if apparatus and personnel can be spared to respond to the call and what type.

(2) As agreed to by the technical heads of the fire departments involved, determine the exact mission to be assigned with detailed plans and procedures of operation.

(3) When a call for assistance is received and prior to equipment and personnel being dispatched, it shall be referred, at once, to the Commanding Officer of the activity. Apparatus and personnel will be dispatched in accordance with the instructions provided by the senior officer receiving the call and conditions of this Mutual Aid Agreement.

g. The rendering of assistance under this Mutual Aid Agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting party when assistance cannot be rendered.

h. Each party waives all claims for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.

i. All services performed under this Mutual Aid Agreement shall be conducted without reimbursement.

j. The technical head of the fire department requesting *service* shall assume full charge of operations. If he/she specifically requests a senior officer of a fire department furnishing assistance to assume command, he/she shall not be relieved of the responsibility for the operation.

3. Effective Date. This Mutual Aid Agreement is effective upon signature by all parties. It will be reviewed annually at least 60 days prior to the anniversary date. It may be revised, cancelled, or rescinded in total by a 30-day written notification by either party. It will have an indefinite expiration date unless there is a change in level of service or as requested.

CDR DOUGLAS HUGGAN, USN
Commanding Officer
Naval Support Activity
Panama City
Date:

MARIO GISBERT
City Manager
City of Panama City Beach
Date:

ATTEST:

DIANE FOWLER
City Clerk
City of Panama City Beach

JOHN DALY
Fire Chief
City of Panama City Beach