

Suwannee County Agreement No. 2017-68
**MUTUAL ASSISTANCE AGREEMENT
COLUMBIA COUNTY, FLORIDA, AND
SUWANNEE COUNTY, FLORIDA**

THIS AGREEMENT is made by and between the Boards of County Commissioners of Columbia County, Florida, and Suwannee County, Florida, both being political subdivisions of the State of Florida.

WITNESSETH

WHEREAS, the parties are political subdivisions of the State of Florida under Article VIII, Section 1 of the Florida Constitution;

WHEREAS, the parties are authorized under the Florida Interlocal Cooperation Act of 1969, Fla. Stat. § 163.01 et seq, to enter into interlocal agreements with one another to exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately;

WHEREAS, the parties hereto have an interest in the control of fire, fire prevention, emergency medical services, hazardous materials control, and other emergency response and support services;

WHEREAS, the parties own and maintain equipment and retain personnel who are trained to provide various levels of service in the control of fire, fire prevention, emergency medical service equipment and personnel, hazardous materials control, and other emergency response and support services;

WHEREAS, in the event of a major fire, disaster, or other wide scale emergency, either party may need the assistance of the other party to this Agreement to provide supplemental fire suppression, emergency medical service equipment, personnel, hazardous materials control, and other emergency response and support;

WHEREAS, subject to limitations that may exist from time to time, the parties have the necessary equipment and personnel available to provide such supplemental services to the other party to this Agreement in the event of such a major fire, disaster, or other wide scale emergency;

WHEREAS, subject to limitations that may exist from time to time, the facilities of each party are located in such proximity as to enable each party to render mutual assistance to the other; and

WHEREAS, the parties to this Agreement have determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a major fire, disaster or other wide scale emergency.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein exchanged, the parties agree as follows:

1. **PURPOSE**

The purpose of this Agreement is for the parties to provide mutual assistance to one another for control of fire, fire prevention, emergency medical services, hazardous materials control, and other emergency support in the event of a major fire disaster or other emergency.

2. **DEFINITIONS**

- a. Requesting Party shall mean either party initiating a request for mutual assistance from the Responding Party as herein defined.
- b. Responding Party shall mean the party from whom mutual assistance has been requested by the Requesting Party as herein defined.
- c. Commanding Officer shall mean the senior-most officer of the agency charged with command of personnel primarily tasked with providing of fire, fire prevention, emergency medical services, hazardous materials control, and other emergency support services on behalf of the county.
- d. Incident Commander shall mean the highest-ranking on-site officer of the Requesting Party exercising direction and control over the personnel on-site providing services on behalf of the county.

3. **REQUEST FOR ASSISTANCE**

The Commanding Officer or Incident Commander of the Requesting Party may, in the sole discretion of that Commanding Officer or Incident Commander, request assistance from the scene of any emergency within the geographical boundaries of the Requesting Party's jurisdiction. Prior to making such a request the Commanding Officer or Incident Commander shall first determine the need for equipment or personnel in excess of all such equipment and personnel available through the Requesting Party's facilities. Where such a request is made, assistance shall be provided pursuant to this Agreement, at the sole discretion of the responding Party's Commanding Officer or designee.

4. **RESPONSE TO REQUEST**

Upon receipt of a request as provided for in Paragraph 3, supra, the Commanding Officer of the Responding Party shall immediately take the following action:

- a. Determine the type of equipment and number of personnel available to respond to the Requesting Party.
- b. In the event equipment and personnel are available, immediately dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
- c. In the event the requested equipment or personnel are not available, immediately advise the Requesting Party of such fact.

5. **COMMAND RESPONSIBILITY AT EMERGENCY SCENE**

The Incident Commander of the Requesting Party shall be in command of the operations at the incident under which the equipment and personnel sent by the Responding Party shall serve provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. If the Incident Commander requests a senior officer of the Responding Party to assume command of any incident and the senior officer for the Responding Party accepts command, then in such event the Incident Commander shall not be relieved of responsibility for the operation.

6. **LIABILITY**

The parties agree that the Requesting Party shall assume liability for and hold the Responding Party harmless from all liabilities which arise out of command decisions or judgments made in response to the incident for which assistance is requested. However, each party hereto agrees to assume all liabilities arising out of the acts of its personnel in furtherance of responding to an incident and to hold the other party harmless from those actions.

7. **POST RESPONSE RESPONSIBILITY**

Upon completion of the rendition of assistance, such additional cooperative assistance and help as is customary or necessary shall be provided to locate and return any items of equipment to the party owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel.

8. **COMPENSATION**

Each party agrees that it will not seek from the other party compensation for services rendered under this Agreement. Each party hereto shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying workers' compensation and other applicable policies of insurance upon its employees. Each party shall be responsible for its own equipment and shall bear the risk of loss therefore, regardless of whether or not said personnel and equipment are being used within the area of primary responsibility of that party. However, if fire suppression chemicals or hazardous materials supplies are utilized by the Responding Party, the Requesting Party shall compensate the other party for the actual cost of such chemicals or supplies that are not covered by cost recovery from the incident originator.

9. **MEDICAL BILLING**

In the event that mutual assistance is requested for emergency medical service or non-emergency transport, the party that completes transport of the patient to the final destination shall have all and exclusive right to bill Medicare, Medicaid, a third party, or the patient for its full public rates for the full transport. The Requesting Party shall relinquish all such rights to bill Medicare, Medicaid, a third party, or the patient for the requested transport pursuant to this Agreement. The Requesting Party agrees to make reasonable efforts to assist the Responding Party in obtaining patient billing information.

10. INSURANCE

Each party agrees to maintain adequate insurance coverage, as determined in the best interest of each party in its own respective discretion, for its own equipment and personnel.

11. PRE-INCIDENT PLANNING

The Commanding Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus so that said equipment can be fully utilized by either of the parties hereto.

12. SHARED PURCHASING

The parties do not intend to authorize joint or cooperative acquiring, holding, or disposal of real or personnel property by this Agreement.

13. ADMINISTRATION AND FINANCE

No special entity is created by this Agreement. Administration of this Agreement shall be performed by each entity separately through their Commanding Officers. Each party hereto shall be responsible for financing their separate obligations hereunder, including establishing or maintaining budgets.

14. DOCUMENT CONTROL-EXECUTION

This AGREEMENT shall become effective immediately after it has been executed by all parties and the Agreement is filed with the clerks of the circuit court for Suwannee County and Columbia County pursuant to Section 163.01(11), Florida Statutes.

15. TERMINATION

A party desiring to terminate this Agreement shall serve written notice as approved by its board of commissioners upon the other. Termination shall become effective when acknowledged as received at a meeting of the board of commissioners for the county receiving notice or thirty days after the notice is sent, whichever occurs sooner.

16. PREVIOUS AGREEMENTS

All previous agreements, written or oral, between the parties hereto providing for mutual or agreement services are superseded and replaced in their entirety by this Agreement.

17. NOTICES

Any notice required or permitted to be given pursuant to any provisions of this agreement shall be given in writing, and either delivered in person, by electronic transmission, deposited in the United States mail, postage prepaid, registered certified mail, return receipt requested, properly addressed or by a nationally recognized overnight carrier service to the following address:

Columbia County Fire Rescue
Attn: Jeff Crawford, Fire Chief
P. O. Box 1529
Lake City, FL32056-1529
jeff_crawford@columbiacountyfla.com

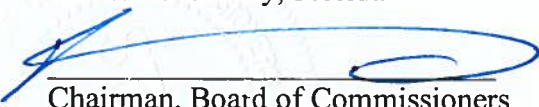
Suwannee County Fire Rescue
Attn: James Sommers,
Public Safety Director
13530 80th Terrace
Live Oak Fl. 32060
james@suwgov.org

18. AGREEMENT NOT EXCLUSIVE

This agreement is not intended to be exclusive as between the parties hereto. Either of the parties may, as that party deems necessary or expedient, enter into a separate Mutual Assistance Agreement or Agreements with any other party or parties. Entry into such separate Agreements shall not change any relationship or covenant herein contained unless the parties hereto mutually agree in writing to such changes.

Dated: 7/20/17

Board of County Commissioners
Columbia County, Florida


Chairman, Board of Commissioners

Attest: A. Dewitt Cannon

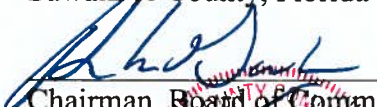
Clerk

Approved as to form and legality:


County Attorney

Dated: 07/06/17

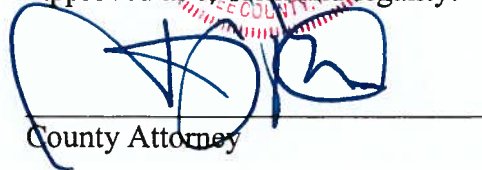
Board of County Commissioners
Suwannee County, Florida


Chairman, Board of Commissioners

Attest: O.C.

Clerk

Approved as to form and legality:


County Attorney