

**RESOLUTION 21-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARCO ISLAND, FLORIDA, APPROVING THE COLLIER COUNTY COUNTY-WIDE AUTOMATIC AID/CLOSEST UNIT RESPONSE AND MUTUAL AID FOR FIRE AND RESCUE SERVICES AGREEMENT; AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State Emergency Management Act in Chapter 252 of the Florida Statutes authorizes the State and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance for emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, the Collier County-Wide Automatic Aid/Closest Unit Response and Mutual Aid Agreement (the "Agreement") establishes an understanding between the independent fire districts and municipalities located within Collier County to provide mutual aid/automatic assistance and a Closest Unit Response system to ensure that someone with a life-threatening emergency will receive care from the closest available emergency vehicle; and

**WHEREAS**, City Council deems it to be in the best interests of the City and its residents to approve and authorize execution of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARCO ISLAND, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The City Council hereby approves the Agreement, in substantially the form attached and incorporated herein as Exhibit "A."

**Section 3.** The City Council hereby authorizes the appropriate City officials to execute the Agreement, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved by the City Attorney.

**Section 4.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARCO ISLAND, FLORIDA, THIS 4<sup>th</sup> DAY OF JANUARY 2021.**

**ATTEST:**

  
\_\_\_\_\_  
Laura M. Litzan, City Clerk

**CITY OF MARCO ISLAND, FLORIDA**

By:   
\_\_\_\_\_  
Jared Grifoni, Chairman

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Alan L. Gabriel, City Attorney

**EXHIBIT “A”**  
**COLLIER COUNTY-WIDE AUTOMATIC  
AID/CLOSEST UNIT RESPONSE AND  
MUTUAL AID  
FOR FIRE AND RESCUE SERVICES AGREEMENT**

**THIS INTERLOCAL AGREEMENT made and** entered into effective the 1st day of January, 2021, by and between the CITY OF MARCO ISLAND, a municipal corporation of the State of Florida, CITY OF NAPLES, a municipal corporation of the State of Florida, IMMOKALEE FIRE CONTROL AND RESCUE DISTRICT, an independent fire control and rescue district operating pursuant to Chapter 2000-393, Laws of Florida, as amended, GREATER NAPLES FIRE RESCUE DISTRICT, an independent fire control and rescue district operating pursuant to Chapter 2014-240, Laws of Florida, as amended, and NORTH COLLIER FIRE CONTROL AND RESCUE DISTRICT, an independent fire control and rescue district operating pursuant to Chapter 2015-191, Laws of Florida, hereinafter referred to as “Agency” individually, and collectively as “Agencies” acting pursuant to Sections 252.40(1) and 163.01, Florida Statutes, for the purpose of ensuring that someone with a life-threatening emergency receives care from the closest available emergency vehicle as well as securing to each the benefits of mutual aid protection of life and property from fire and other emergencies and providing local governmental entities a cost effective way to control and mitigate local emergencies that exceed their ability to handle efficiently. This Agreement is not for catastrophic events, nor is it to be used to supplement an Agencies inadequate provision or planning of necessary infrastructure to adequately serve its residents. In the event of a catastrophic event, the Statewide Mutual Aid Agreement may be invoked, which would supersede this Agreement.

WITNESSETH:

**WHEREAS**, Section 252.40, Florida Statutes, authorizes local governments to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance when emergencies are too extensive for a government to address alone; and

**WHEREAS**, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local

communities, with such agreements taking effect upon filing with the appropriate Clerk of the Circuit Court; and

**WHEREAS**, each of the Agencies presently maintain and operate emergency service departments, with firefighting, rescue and emergency medical equipment; and

**WHEREAS**, the Collier County Sheriff's Office has created a countywide common fire-rescue dispatch services that has the ability to implement a Closest Unit Response system; and

**WHEREAS**, the Agencies desire to ensure that someone with a life-threatening emergency receive care from the closest available emergency vehicle; and

**WHEREAS**, the Agencies each sees benefit to having coordinated emergency services response, depth of service, consistency of operations, and efficiency in providing Fire/Rescue Service to their citizens; and

**WHEREAS**, it is deemed mutually advantageous to enter into this Agreement providing for Automatic Aid where a Closest Unit Response is available and in the public interest and in times of emergency, Mutual Aid, when the need created may be too great for an Agency to deal with through Automatic Aid alone; and

**WHEREAS**, the Agencies desire to enter into this Agreement as a means to provide Fire/Rescue Services by an Agency outside of its jurisdiction and in a jurisdiction in which the emergency occurs and thus enhancing Fire/Rescue Services that they currently provide within their respective jurisdictions; and

**WHEREAS**, the Agencies recognize that a Closest Unit Response by an Agency outside of the jurisdiction in which the emergency occurs is the most expeditious response that may be provided by the Agency providing Automatic Aid; and

**WHEREAS**, the Agencies deem it desirable to make provisions for an initial response in case of such emergency from the Agency closest to such emergency; and

**WHEREAS**, the Agencies agree that even with the implementation of a Closest Unit Response system, there are certain circumstances where a pre-designated Automatic Aid dispatch protocol, which is not based on Closest Unit Response, is more appropriate and should be utilized; and

**WHEREAS**, no single Agency can command sufficient staffing and resources to handle all potential emergencies within its boundaries; and

**WHEREAS**, in extraordinary circumstances, an Agency may not have sufficient manpower and resources to handle all possible emergencies and that the Incident response criteria provided to the Collier County Sheriff's Office and Collier County Fire and EMS Chief's

Association (Chiefs Association) Standard Operating Guideline is inadequate to handle the Incident and there is a need to request Mutual Aid from an Agency; and

**WHEREAS**, the Agencies desire to increase the protection available in their respective jurisdictions in the event of emergencies beyond their ability to control; and

**WHEREAS**, the Agencies desire to enhance their capabilities to protect life and property; and

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

**WHEREAS**, the Agencies intend that this Agreement will result in the use of Automatic Aid countywide with the occasional use of Mutual Aid; and

**WHEREAS**, the Agencies understand and agree that it is not the intention of the Agencies to subsidize the normal day-to-day operations or shortages in staffing or equipment of the other Agency and that the Automatic Aid and Mutual Aid provided herein is intended to be mutual in nature.

**NOW, THEREFORE**, in consideration of the mutual covenants expressed herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Agencies agree as follows:

Article 1. Incorporation of Recitals

The foregoing recitals are true and correct and are incorporated herein by reference.

Article 2. Purpose and Intent of Agreement

The purpose and intent of this Agreement is for the implementation of Automatic Aid Fire/Rescue Services countywide as well as the provision of Mutual Aid Fire/Rescue Services when emergencies are too extensive for an Agency and Automatic Aid to address alone. The intent of this arrangement is to provide the most efficient life and property saving services to the citizens protected by the respective Agencies. The Agreement is not intended and shall not be construed to in any way deprive an Agency of jurisdictional powers vested in said Agency, nor is it the intention of the Agencies to combine their individual departments into a single district or department providing the services encompassed by this Agreement.

Agencies responding under this Agreement shall work under the National Incident Management System (NIMS) and the Chiefs Association adopted Countywide Standard Operating Guidelines. Each agency agrees to provide equipment, apparatus, and staffing as defined in a

guideline reviewed and approved annually by the Chief's Association and signed off by the agency head.

### Article 3. Definitions

Section 3.1 Definitions set forth in Part III of Chapter 401, Florida Statutes, or any successors thereof, are hereby incorporated by reference.

Section 3.2 "Automatic Aid" shall mean the automatic dispatching of and Response by a Fire/Rescue Response Apparatus to an Incident without the initiation of a Mutual Aid request.

Section 3.3 "Call" shall mean a request to an Agency for assistance in another Agencies jurisdiction via the Public Safety Answering Point, seven or ten-digit telephone Call, still alarm, visual alarm or any other method.

Section 3.4 "Closest Unit Response" shall mean the Fire/Rescue Response Apparatus closest to the location of a fire or medical emergency that respond to that emergency without regard to the Agencies boundaries.

Section 3.5 "Emergency Medical Services" shall mean emergency rescue that includes basic life support (BLS) services and advanced life support (ALS) non-transport services, if ALS non-transport services are authorized either by a state license under chapter 401, Florida Statutes, or inter-local agreement and ALS Transport provided by Collier County EMS or are authorized either by a state license under chapter 401, Florida Statutes, or inter-local agreement.

Section 3.6 "Employee" shall mean an Employee of an Agency who fills a full-time, part-time, reserve or volunteer within the organizational structure of such Agency, including officers of the Agency.

Section 3.7 "Firefighter" or "officer" shall mean an Employee of an Agency, commensurate with their training is defined in Section 633.102, Florida Statutes.

Section 3.8 "Fire Chief" or "Chiefs" shall mean the head administrative officer of an independent special district or the head of a city's division or department that oversees Fire/Rescue Services.

Section 3.9 "Fire Prevention Programs" shall mean the development and delivery of public presentations to promote and/or educate the general public in fire safety or life safety behaviors.

Section 3.10 "Fire Report" shall mean a NFIRS report generated for all incidents.

Section 3.11 “Fire/Rescue Services” shall mean emergency fire extinguishment and abatement services, rescue services, Emergency Medical Services, and other related services normally provided by an Agency by a Fire/Rescue Response Apparatus.

Section 3.12 “Fire/Rescue Response Apparatus” shall be capable of rendering fire suppression and Emergency Medical Services.

Section 3.13 “Incident” shall mean an emergency at a defined location that has been reported to the Public Safety Answering Point whether reported by telephone (including cellular phone), radios, personal observation of an emergency service provider, or any other method to which an Agency to this Agreement provides a Response.

Section 3.14 “Level of Service” shall mean the comprehensive fire and Emergency Medical Services protection provided on a twenty-four (24) hour per day basis, three hundred sixty-five (365) days per year. Each agency agrees to provide equipment, apparatus, and staffing as defined in a guideline reviewed and approved annually by the Chief’s Association and signed off by the agency head.

Section 3.15 “Mutual Aid” shall mean the dispatching of and Response by a Fire/Rescue Response Apparatus to an Incident within Collier County with the initiation of a mutual aid request.

Section 3.16 “Personnel Costs” shall mean Employee wages/compensation and all associated fringe benefit costs including, but not limited to, costs related to insurance, worker’s compensation, FICA, pension and pension benefits, overtime and education.

Section 3.17 “Response” shall mean an Agency to this Agreement having a Fire/Rescue Response apparatus en route to an Incident through the time the Fire/Rescue Response Apparatus return to service after the Incident.

#### Article 4. Automatic Aid/Closest Unit Response

Section 4.1 Automatic Aid. Automatic Aid for Fire/Rescue Services shall be provided by the Agencies from the Closest Unit Response to an Incident within Collier County in accordance with the terms and conditions set forth by this Agreement. The Automatic Aid provided for by this Agreement is countywide, and an Agency may be dispatched to an Incident within the boundaries of any Agency to this Agreement. Response by Fire/Rescue Apparatus will be the Closest Unit Response of appropriate type to provide the configuration for the mitigation of the Incident regardless of jurisdiction and will be dispatched in accordance with the response criteria provided by each Agency to the Collier County Sheriff’s Office, Chiefs Association Countywide

Standard Operating Guideline for large scale incidents requiring multi-agency response, including but not limited to Incidents related to high-rise structure fires, commercial fires, wildland fires and situations similar in scope, protocols as agreed to by the Fire Chiefs and as otherwise required by law. Notwithstanding, the Agencies agree that when there is a pre-designated Automatic Aid dispatch protocol, which is not based on Closest Unit Response that has been given to the Collier County Sheriff's Office for implementation, the Fire/Rescue Apparatus Response shall be as provided for in such pre-designated dispatch protocol and Closest Unit Response may not be utilized.

Section 4.2 Level of Service. The Agencies shall meet the Level of Service when providing Automatic Aid Fire/Rescue Services. Except as otherwise specified, the Level of Service shall encompass all those duties and functions of comprehensive Fire/Rescue Services of the type coming from within the jurisdiction of and customarily rendered by the Agencies. Firefighters and Officers shall possess first responder, an emergency medical technician or paramedic certification as issued by the State of Florida and shall be authorized to work in Collier County.

Section 4.3 Emergency Medical Services. An Agency providing Fire/Rescue Services shall provide Emergency Medical Services in accordance with the Agency's State license, if applicable, with an Interlocal agreement between the Agency and Collier County, if applicable, and chapter 401, Florida Statutes, and rules promulgated thereunder.

Section 4.4 Dispatch. The Agencies shall be dispatched by the Collier County Sheriff's Office 911 Communications Center platform.

Section 4.5 Billable Service. When the Fire/Rescue Services provided involve a billable service, such as hazardous material mitigation or Emergency Medical Services, and when such services have an established fee associated with them by the Agency providing the Fire/Rescue Services Response, such Agency shall have the authority to bill and collect such billable service.

## Article 5. Mutual Aid Response

Section 5.1 Mutual Aid Assistance. Mutual Aid shall mean assistance that is provided for fire suppression activities, rescue operations, emergency medical incidents or other emergencies, which exceed the capabilities of an Agency with jurisdiction to mitigate effectively. When the Incident response criteria provided to the Collier County Sheriff's Office and Chiefs Association Countywide Standard Operating Guideline is inadequate to handle the Incident and there is a need to request Mutual Aid from an Agency, such requests to an Agency for assistance by an Incident

commander in need of additional Fire/Rescue Response Apparatus will be considered a Mutual Aid request.

1. Employees responding to a request for assistance shall be under the direction and control of the Incident commander of the requesting Agency. Should the need arise, the responding Agency may request at any time the recall of apparatus, Employees, equipment and other resources, not actively involved at an emergency incident.

2. The Incident commander will make every effort to release Fire/Rescue Response Apparatus, Employees, equipment and other resources, and return said Fire/Rescue Response Apparatus, Employees, equipment and other resources to their respective Agencies as soon as conditions permit.

5. Except as provided for in Article 4, Agencies unknowingly dispatched into another Agencies jurisdiction, such Agency shall, upon realizing they are entering (or already in) another Agency's jurisdiction, notify the Collier County Sheriff's Office 911 Communications Center of the dispatching error and advise that the appropriate Agency be notified. An Agency responding as described above, shall follow its Agencies protocol for the situation, keeping in mind the best interest of life safety and property conservation.

6. Emergency Medical Services. An Agency providing Fire/Rescue Services shall provide Emergency Medical Services in accordance with the Agencies State license, if applicable, with an Interlocal agreement between the Agency and Collier County, if applicable, and chapter 401, Florida Statutes, and rules promulgated thereunder.

#### Article 6. Communications/Common Dispatch

Section 6.1 The Computer Aided Dispatch (CAD) system will identify Fire/Rescue Response Apparatus availability compared with Closest Unit Response travel time to an Incident. In the event that Closest Unit Response is interrupted, the CAD run cards will reflect the Automatic Aid and Mutual Aid requests.

Section 6.2 Each Agency shall be responsible for the necessary equipment to implement a common dispatch. The common dispatch system shall be the primary source of communications between the Agencies when responding to a Call. Each Agency shall be responsible for maintaining records of all Calls involving their participation. For Fire/Rescue Services being provided by the Agencies in accordance with Article 4, such Agencies shall use the Collier County Sheriff's Office Closest Unit Response Dispatch program.



## Article 7. Command Authority

The first arriving Fire/Rescue Response Apparatus will establish Incident Command and manage the incident, which includes Closest Unit Response necessary to provide support to the jurisdiction responding to the Incident, until relieved by an officer having authority within the jurisdiction where the Incident occurred. Each Agency shall retain control over its Employees and the rendition of Fire/Rescue Services, standards of performance, discipline of Employees, and other matters incidental to the performance of Fire/Rescue Services. The Employees and equipment from the Agency responding into the boundaries of another Agency shall be the first released from the Incident.

## Article 8. Level of Service/Standards Disputes

Disputes or disagreements as to the Level of Service and/or standards shall be reported by the complaining Agency to the Fire Chief or designee of the Agency that provided the service or took the action from which the complaint arose. The Agencies involved in the dispute shall meet to discuss and develop a resolution to the situation. The decision of the Fire Chief of each Agency involved in the dispute shall be final and conclusive as to the Level of Service rendered or standards of performance observed by the Agencies Employees.

1. The Incident commander in charge on scene of the emergency shall communicate orders and directions to the Agencies officer that is in charge via the designated radio channel or face-to-face.
2. The Agency having jurisdiction shall maintain responsibility for the handling of the incident and supplying appropriate command staff. Should the need arise to utilize commanding officers from another Agency, the "Unified Command System" will be established and incident priorities will be determined and executed.

## Article 9. Ability to Respond

Any Agency may refuse to respond in the event it does not have the required equipment or Employees available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction or Employees beyond Automatic Aid exclusive of initial response. When providing Mutual Aid pursuant to Article 5, the Fire Chief of the responding Agency, or designee, shall have the sole authority to determine the amount of Employees and

equipment, if any, available for assistance and nothing in Article 5 requires any Agency to provide Mutual Aid to another Agency.

#### Article 10. Costs

Section 10.1 Notwithstanding anything herein that may be construed to the contrary, the Agencies understand and agree that the Agencies will not subsidize the normal day-to-day operations or shortages in Employees or equipment of another Agency and that the Automatic Aid and Mutual Aid provided is intended to be mutual in nature.

Section 10.2 No Party in this Agreement shall be required to reimburse any other Party for the cost of providing the Fire/Rescue Services set forth in the Automatic Aid and/or Mutual Aid articles of this Agreement. Each Party shall pay its own costs for responding to Calls. Although it is intended that there be mutual benefit, it is recognized that in providing Closest Unit Response, one party may provide Fire/Rescue Services to another party that exceeds the other party's reciprocal Responses to that one party whereby a disproportionate Level of Service exchange occurs. For the purposes of this Agreement, following September 30, 2017 and each subsequent year thereafter, the parties shall evaluate the data collected. Data shall include, but not limited to, number of calls, dates and times of calls, addresses associated with calls, apparatus(s) assigned to the incidents and personnel assigned by unit. If upon a review of the data, a party determines that there is a substantial inequity in reciprocal responses, the parties shall discuss and determine if compensation is appropriate. The parties recognize that an amendment to this Agreement may be needed to provide for the formula, rate and payment if there is a significant difference between reciprocal Responses.

Section 10.3 Each Agency agrees to furnish necessary equipment, resources, and facilities in order to render Fire/Rescue Services to the other Agencies in accordance with the terms of this Agreement and all costs associated with providing Fire/Rescue Services under this Agreement shall be the responsibility of the Agency rendering Fire/Rescue Services.

Section 10.4 Each Agency shall bear the costs for any loss or damage to such Agencies equipment in rendering services pursuant to this Agreement and shall pay any expense incurred in the operations, maintenance and repair of that equipment, provided that such act of loss or damage does not result from gross negligence on behalf of the requesting Agency.

Section 10.5 Each Agency shall compensate its Employees during the time such aid is rendered pursuant to this Agreement and shall defray all associated Personnel Costs while their Employees are rendering aid.

Section 10.6 When a major or catastrophic emergency exceeds local resources and area departments are unable to fulfill the needs of the citizens, then aid and assistance may be requested from the State of Florida. Any incident or event with no reimbursement shall cease at the end of the first operational period not to exceed 24 hours. Beyond the first operational period appropriate compensation for services may be requested.

#### Article 11. Employees or Volunteers

Section 11.1 Employees or volunteers of an Agency in the performance of services and functions pursuant to this Agreement shall have no claim on another Agency to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights, privileges or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No Employee of an Agency shall be deemed the Employee of another Agency, for any purpose, during the performance of services hereunder.

Section 11.2 No Employee of an Agency shall perform any function or service that is not within the Employee's scope of duties as defined or determined by the Employee's employer.

#### Article 12. Liabilities and Responsibilities of Agencies

Section 12.1 No Agency, its respective Employees or volunteers, shall assume any liability for the acts, omissions or negligence of another Agency, its Employees or volunteers. Nothing herein shall be construed as a waiver of sovereign immunity.

Section 12.2 All the privileges and immunities from liability, exemptions from law, ordinance, resolutions and rules, and all pensions and relief, disability, workers' compensation and other benefits that apply to the activity of the Employees of an Agency when performing their respective functions, within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially. Liability for injury of Employees, and for loss or damage of equipment, shall be borne by the Agency employing such Employees, and owning or possessing such equipment.

Section 12.3 The Agencies intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. An Agency is not jointly liable for the torts of the Employees of another Agency, or any other tort attributable to another Agency, and that each Agency shall be liable for the torts of its Employees and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes, and other applicable law. Nothing in this

Agreement is intended to inure to the benefit of any third person or agency for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 12.4 No Employee of the Agencies shall perform any function or service not within the scope of the duties of such Agency or Employee in its respective primary jurisdiction.

Section 12.5 The Agencies shall work under the direction of their respective Agency's medical director and utilize the Collier County Common Medical Protocol when providing Emergency Medical Services.

Section 12.6 HIPAA Compliance. The Agencies acknowledge and agree that their respective Agencies are covered entities under the Health Insurance Portability and Accountability Act ("HIPAA") and therefore are bound by the provisions of HIPAA and the regulations promulgated thereunder, including privacy and security rules, all as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirement of HIPAA and /or the regulations promulgated, then the Agencies shall promptly amend such provisions as necessary to comply with HIPAA and its regulations.

#### Article 13. Power, Privileges and Immunities

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any Agency to another Agency. Whenever, pursuant to the terms of this Agreement, a responding Agency is performing services in a requesting Agency's jurisdiction, the responding Agency shall have the same powers, duties, rights, privileges and immunities as if they were performing those services in the jurisdiction in which they are normally employed, and as provided by applicable law. The privileges and immunities from liability, exemptions from laws, ordinances and rules, and other pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of such responding Agency, as when performing their duties within their Agencies jurisdiction, shall apply to them to the same degree, manner and extent while engaged in the performance of services extraterritorially under the provisions of this Agreement, and as provided by applicable law.

#### Article 14. Insurance

Each Agency shall provide and carry liability insurance, worker's compensation insurance and other insurance necessary to ensure that each Agency is be protected and indemnified from any and all liabilities that may result from Fire/Rescue Service activities undertaken pursuant to

this Agreement. Insurance may be procured either privately or pursuant to an approved self-insurance risk financing program.

**Article 15. Effect Upon Statutory Powers**

This Agreement neither expands, nor diminishes, the powers granted to the Agencies by Florida law, including, but not limited to, the Florida Mutual Aid Act, and by the common law.

**Article 16. Effective Date, Term and Withdrawal from Agreement**

Section 16.1 This Agreement shall be effective as of the date set forth above if two or more Agencies agree and execute this Agreement by that date, and thereafter from the date that any additional Agency or Agencies execute this Agreement as to the Agencies who are then parties to the Agreement and the new party or parties. The obligation to provide Automatic Aid Fire/Rescue Services pursuant to Article 4 shall commence on the Effective Date, the term of this Agreement is through December 31, 2024. Prior to the expiration of this term, the Agreement shall be reviewed and then renegotiated and amended, if necessary. Absent amendment to the Agreement, the terms of this Agreement may be renewed for an additional four (4) year term.

Section 16.2 Any Agency to this Agreement may withdraw, which cancels such Agencies participation in providing and receiving Fire/Rescue Services to and from other Agencies, from this Agreement without liability to any other Agency, by providing ninety (90) days prior written notice of such withdrawal to all other Agencies.

Section 16.3 A withdrawal by any Agency to this Agreement prior to the completion of the initial four (4) year term or any subsequent four (4) year term shall be effective only with respect to that Agency, an amendment effectuating such withdrawal is not required, and this Agreement shall remain in full force and effect on the Agencies that have not provided written notice of withdrawal.

**Article 17. Severability and Survivability**

Section 17.1 In the event that any part or provision of this Agreement is deemed invalid, illegal or unenforceable, for any reason, the unenforceability in any respect, the Agencies hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the Agencies as reflected



735 Eighth Street South  
Naples, FL 34102

Greater Naples Fire Rescue Fire Chief  
District Greater Naples Fire Rescue District  
14575 Collier Blvd.  
Naples, FL 34119

Immokalee Fire Control Fire Chief  
and Rescue District 502 New Market Rd East  
Immokalee, FL 34142

North Collier Fire Control Fire Chief  
and Rescue District: North Collier Fire Control and Rescue District  
1885 Veterans Park Drive  
Naples, FL 34109

Any Agency may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying Agency by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such Agency by a duly authorized Employee.

Article 22. Recordation of Agreement

Upon execution of this Agreement by all the Agencies, this Agreement shall be recorded in the Public Records of Collier County.

Article 23. Entire Agreement and Amendments

Section 23.1 This Agreement shall constitute an Interlocal agreement pursuant to Section 163.01, Florida Statutes, and shall not in any manner be deemed to constitute a transfer of powers or functions.

Section 23.2 Upon the execution of this Agreement, the {insert name of existing countywide mutual aid agreement} are superseded and no longer effective. The Agencies agree

there are no commitments, agreements, or understandings concerning the provision of Fire/Rescue Services that are not contained in this document. And that this Agreement shall constitute the entire agreement of the Agencies with regard to the provision of Fire/Rescue Services.

Section 23.3 Joint Preparation. The preparation of this Agreement has been a joint effort of the Agencies and the resulting document shall not, solely as a matter of judicial contraction, be construed more severely against another Agency.

Section 23.4 Amendments. This Agreement may be amended only by a writing duly executed by all the Agencies.

Section 23.5 Other Interlocal Agreements. This Agreement does not prohibit an Agency from entering into Interlocal agreements with other governmental entities that serve to enhance their Fire/Rescue Services. Notwithstanding, this Agreement does not supersede any separate agreement(s) between a municipality and an independent special fire control and rescue district(s), or any successor agreement(s) to such agreement(s), and in the event of a conflict, such separate agreement(s) or successor agreement(s) shall control the provision of Automatic Aid Fire/Rescue Services between such municipality and independent special fire control and rescue district.

#### Article 24. Disclaimer of Third Agency Beneficiaries

This Agreement is solely for the benefit of the Agencies to this Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third agency.

#### Article 25. Waiver

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Agency granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any Agency and thereafter waived by another Agency, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressed or impliedly, any other breach under this Agreement.

#### Article 26. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the respective successors of the Agencies.



Article 27. Execution of Agreement

This Agreement shall be executed in duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Agencies hereto have executed this Agreement on the dates shown below.

**AGENCIES:**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Chairman, North Collier Fire Rescue Control and Rescue District**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Chairman, Greater Naples Fire Rescue District**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Chairman, Immokalee Fire Control and Rescue District**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Chairman, Marco Island City Council**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Mayor, City of Naples**

ATTEST:  
Crystal K. Kinzel, CLERK

\_\_\_\_\_

