

1 Introduced by the President of the Council at the request of the Mayor:

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4 RESOLUTION 94-938-279


5 A RESOLUTION OF THE COUNCIL OF THE CITY OF  
6 JACKSONVILLE, ACTING AS THE LEGISLATIVE BODY OF  
7 DUVAL COUNTY, FLORIDA, HEREBY AUTHORIZING THE  
8 DIRECTOR OF FIRE AND RESCUE OR HIS DESIGNEE TO  
9 EXECUTE AN INTERLOCAL AGREEMENT WITH THE NAVAL  
10 STATION, MAYPORT, FLORIDA, FOR MUTUAL AID FOR FIRE,  
11 RESCUE, EMERGENCY OR DISASTER ASSISTANCE; PROVIDING  
12 AN EFFECTIVE DATE.

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14 BE IT RESOLVED by the Council of the City of Jacksonville:

15 Section 1. The Council acting as the legislative body of Duval County, Florida,  
16 hereby authorizes the Director of the Department of Fire and Rescue or his designee to execute  
17 on behalf of the City that certain Interlocal Agreement with The Naval Station, Mayport,  
18 Florida, attached hereto and by reference made a part hereof.

19 Section This resolution shall become effective upon signature of the Mayor or upon  
20 becoming effective without the Mayor's signature.

21 Form Approved:

22 

23 Assistant General Counsel

24 LCW:cwh:6/21/94:navsta.res

**CITY OF JACKSONVILLE, FLORIDA  
AND  
THE NAVAL STATION, MAYPORT, FLORIDA  
INTERLOCAL AGREEMENT FOR MUTUAL AID  
FOR FIRE, RESCUE, EMERGENCY OR DISASTER ASSISTANCE**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by and between the City of Jacksonville and the Commanding Officer, Naval Station, Mayport, Florida.

**WITNESSETH:**

**WHEREAS**, each of the parties hereto maintain equipment and personnel for the suppression of the fires within its own jurisdiction and areas, and

**WHEREAS**, the parties hereto desire to augment the fire protection available in their various establishments, districts, agencies and municipalities in the event of large fires or conflagrations, and

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

**WHEREAS**, it is the policy of the Navy Department and of the municipalities or other districts and of their governing bodies to conclude 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. Wherever it is deemed advisable by the senior officer of a fire department belonging to a party to this Agreement, or by the senior officer or any such fire department actually present at any fire, to request fire fighting assistance under the terms of this Agreement, he is authorized to do so, and the senior officer on duty of the fire department receiving the request shall forthwith take the following actions:

(a) Immediately determine if apparatus and personnel can be spared in response to call.

(b) What apparatus and personnel might most effectively be dispatched.

(c) Determine the exact mission to be assigned in accordance with the detailed plans and procedures of operation drawn in accordance with this Agreement by the technical heads of the fire departments involved.

(d) Fortwith dispatch such apparatus and personnel as, in the judgement of the senior officer receiving the call, should be sent with complete instructions as to the mission, in accordance with the terms of this Agreement.

2. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting service if assistance cannot be rendered.

3. The parties hereto waive all claims against every other party 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, except that the City of Jacksonville shall be entitled to seek reimbursement pursuant to the section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. 2210) and Federal Regulations issued thereunder (Title 45 of the Code of Federal Regulations 2010) for all or any part of direct expenses and losses (additional fire fighting costs over and above normal operating costs) incurred in fighting fires on property under the jurisdiction of the United States.

5. The senior officer of the fire department of the requesting service shall assume full charge of the operations. However, under procedures agreed to by the technical heads of the fire departments involved, a senior officer of the department furnishing the assistance may assume responsibility for the coordination of the overall operation.

6. The various officers and personnel of the fire departments of the parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as desirable, to jointly conduct pre-fire planning inspections, drills and training.

7. **THIS AGREEMENT** shall become effective upon the date hereof and shall remain in full force and effect until canceled by mutual Agreement of the parties hereto by written notice by one party to the other party with sixty (60) days notice of said cancellation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at Jacksonville, Florida on the day and year first above written.

NAVAL STATION  
MAYPORT, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
R. T. Ziemer, Capt, USN  
Commanding Officer

\_\_\_\_\_  
William E. Dietz  
Fire Chief

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

\_\_\_\_\_  
James H. Lindsey, Chief  
Fire Operations Division


BY: \_\_\_\_\_  
Charles D. Clark  
Director/Fire Chief

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CERTIFICATE OF AUTHENTICATION

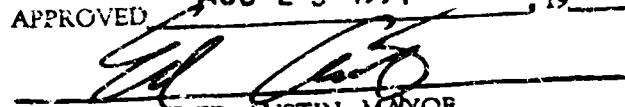
DECLARED AN EMERGENCY MEASURE AND  
ADOPTED BY THE COUNCIL

August 23, 1994

  
JIM TULLIS  
COUNCIL PRESIDENT

ATTEST:

  
BEVERLY S. DOMEN  
SECRETARY TO THE COUNCIL

APPROVED AUG 25 1994, 19\_\_\_\_  
  
ED AUSTIN, MAYOR

