

**RESOLUTION NO. 22-146**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA,  
APPROVING AGREEMENTS WITH THE CITIES OF LYNN HAVEN,  
CALLAWAY, AND SPRINGFIELD, RELATED TO MUTUAL AID  
ASSISTANCE FOR EMERGENCY FIRE SERVICES.**

**BE IT RESOLVED** that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and the City of Lynn Haven, related to the provision of mutual aid assistance for emergency fire services, 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 shall be conclusive evidence of such approval.
2. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and the City of Callaway, related to the provision of mutual aid assistance for emergency fire services, in substantially the form **attached** as Exhibit B 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.
3. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and the City of Springfield, related to the provision of mutual aid assistance for emergency fire services, in substantially the form **attached** as Exhibit C 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 28<sup>th</sup> day of April, 2022.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

MUTUAL AID AGREEMENT  
FOR  
FIRE PROTECTION

This agreement entered into by and between the City of Lynn Haven, Florida and City of Panama City Beach, Florida, on this the 11<sup>th</sup> day of Apr. 1, 2022. 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 Lynn Haven is a municipality of the State of Florida established and empowered to operate, maintain, and protect the properties of the City of Lynn Haven 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;

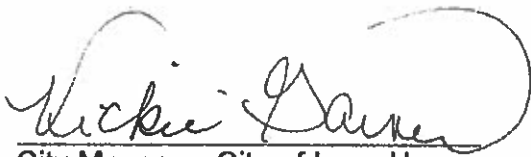
*THEREFORE BE IT AGREED THAT:*

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, or their designee, 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 11<sup>th</sup> day of April, 2022

  
City Manager, City of Lynn Haven

  
Mayor, City of Panama City Beach

  
Fire Chief, City of Lynn Haven

  
City Manager, City of Panama City Beach

  
City Clerk, City of Panama City Beach

  
Fire Chief, City of Panama City Beach

**MUTUAL AID AGREEMENT  
FOR  
FIRE PROTECTION**

**This agreement entered into by and between the City of Callaway and City of Panama City Beach, Florida, on this the 22<sup>nd</sup> day of March, 2022. 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 Callaway is a municipality of the State of Florida established and empowered to operate, maintain, and protect the properties of the City of Callaway 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.

**MUTUAL AID AGREEMENT  
FOR  
FIRE PROTECTION**

- 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.
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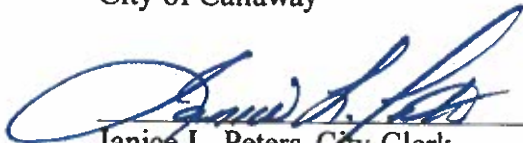
MUTUAL AID AGREEMENT  
FOR  
FIRE PROTECTION

IN WITNESS WHEREOF, the parties hereto cause the duly authorized signature to be affixed this 22<sup>nd</sup> day of March 2022.

CITY OF CALLAWAY

  
Pam Henderson, Mayor, City of Callaway

  
Eddie Cook, City Manager  
City of Callaway

  
Janice L. Peters, City Clerk  
City of Callaway

  
David Joyner, Fire Chief  
City of Callaway

CITY OF PANAMA CITY BEACH

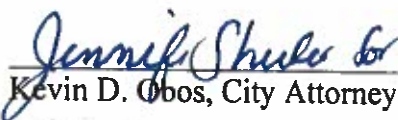
  
Mayor, City of Panama City Beach

  
City Manager, City of Panama City Beach

  
City Clerk, City of Panama City Beach

  
Fire Chief, City of Panama City Beach

Approved as to form and legality for  
the City of Callaway only:

  
Kevin D. Oboos, City Attorney





**MUTUAL AID AGREEMENT  
FOR  
FIRE PROTECTION**

This agreement entered into by and between the City of Springfield, Florida and City of Panama City Beach, Florida, on this the 11<sup>th</sup> day of April, 2022. 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 Springfield is a municipality of the State of Florida established and empowered to operate, maintain, and protect the properties of the City of Springfield 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

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  - 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, or their designee, on Call of the request and dispatch of apparatus and personnel as soon as reasonably possible.
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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.
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IN WITNESS WHEREOF, the parties hereto cause the duly authorized SIGNATURE to be affixed this 11<sup>th</sup> day of April, 2022

  
\_\_\_\_\_  
Mayor, City of Springfield

  
\_\_\_\_\_  
Mayor, City of Panama City Beach

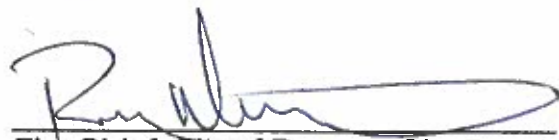
  
\_\_\_\_\_  
City Manager, City of Springfield

  
\_\_\_\_\_  
City Manager, City of Panama City Beach

  
\_\_\_\_\_  
City Clerk, City of Springfield

  
\_\_\_\_\_  
City Clerk, City of Panama City Beach

  
\_\_\_\_\_  
Fire Chief, City of Springfield

  
\_\_\_\_\_  
Fire Chief, City of Panama City Beach