North Collier Fire Control & Rescue District
Fire Prevention Bureau
6495 Taylor Road ▪ Naples, FL 34109
(239) 597-9227 Fax (239) 597-3522
Email: lifesafetyadmin@northcollierfire.com

FIRE WATCH AGREEMENT

Fire Watch Guidelines for Fire Watch Personnel

The following guidelines will be adhered to when a fire watch has been initiated at a building:

1. The Authority Having Jurisdiction will be the determining agency for the designated fire watch person(s).

2. A contract with North Collier Fire Control and Rescue District must be signed prior to a fire watch being engaged. (See attached contract)

3. The owner, manager, a contracted security person or a firefighter from our department is eligible to be the “designated fire watch person”.

4. The designated fire watch person must:

    - Have the ability to walk the building on an hourly basis to check for fire.

    - Have a phone and/or radio to call the 911 dispatch for emergencies or the fire department if there are minor problems or questions.

    - NCFR personnel shall have restroom facilities provided by property management or ownership.

    - Keep a log showing date, time, area walked and person doing walk (attached).

    - Submit this log to North Collier Fire Control and Rescue District on a daily basis and on completion of the fire watch via fax or email at lifesafetyadmin@northcollierfire.com.

    - Notify North Collier Fire Control and Rescue District once the repairs have been made to the system initiating the Fire Watch.

I have read and understand the above guidelines:

_____ _____

Signature Date

In Accordance with:

NFPA 1 13.1.10

The AHJ shall be notified when any fire protection system is out of service and on restoration of service.

NFPA 1 13.1.11

In the event of a failure of a fire protection system or an excessive number of accidental activations, the AHJ shall be permitted to require an approved fire watch until the system is repaired.

This Contract is between the North Collier Fire Control and Rescue District (the authority having jurisdiction) and

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Name and Address of Building Owner

Telephone Number

For Fire Watch services at:

Building Address and/or Name

Fire Watch Start Date

Building Owner chooses to comply with the provisions of the above-referenced Code by selecting :

_____ A. Evacuate the building until alarm and/or sprinkler service is restored.

_____ B. The Owner or its designated manager and/or security company listed below is responsible to maintain the Fire Watch in accordance with the Fire Watch guidelines.

Manager and/or Security Company Designee's Name, Address and Phone Number

_____ C. Building Owner chooses to retain North Collier Fire Control and Rescue District to provide Fire Watch Services to the Building. The North Collier Fire Control and Rescue District shall bill owner EIGHTY DOLLARS ($80.00) per man hour for the time period that Fire Watch personnel are assigned to the Building. Restroom facilities shall be provided to NCFR personnel.

The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties also agree that all disputes arising out of or which are incidental to this Agreement shall be resolved in Collier County, Florida in accordance with Florida law.

If any litigation is instituted for the purpose of enforcing or interpreting any provision of this Agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including reasonable attorneys' fees at the pretrial level, the trial level and in connection with all appellate and bankruptcy proceedings. Fees for paralegals and other legal support personnel shall be a recoverable cost or expense in accordance with the preceding sentence.

This Agreement constitutes the entire agreement and understanding between the Parties as it relates to the subject to the subject matter hereof. Any and all prior agreements, understandings and representations related to the subject matter hereof are hereby terminated and canceled in their entirety and of no further force or effect.

No change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless reduced to writing and signed by each of the Parties.

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall be to any extent held invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants and conditions to the persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Executed counter-part copies of the original of this document shall be treated as if the original were so executed and shall bind the executing party and shall have the same force and effect as the original.

The date of this Agreement shall be the date on which the last one of the Parties hereto executes this Agreement.

The undersigned represents that he/she is the Owner of the Building or the authorized representative of the Owner with full authority to bind the Owner of the premises to the above terms.

Signature - Assistant Chief or Designee	Signature - Building Owner/Authorized Representative
Date Signed	Date Signed

FIRE WATCH LOG

NAME: _____

ADDRESS: _____

DATE: _____

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
NOON							
1:00 PM							
2:00 PM							
3:00 PM							
4:00 PM							
5:00 PM							
6:00 PM							
7:00 PM							
8:00 PM							
9:00 PM							
10:00 PM							
11:00 PM							
Midnight							
1:00 AM							
2:00 AM							
3:00 AM							
4:00 AM							
5:00 AM							
6:00 AM							
7:00 AM							
8:00 AM							
9:00 AM							
10:00 AM							
11:00 AM							

Please email the log daily to: **lifesafetyadmin@northcollierfire.com**