

## **INTERLOCAL AID AGREEMENT**

**for Fire Protection and Rescue Services between the  
City of Winter Park and the City of Orlando**

**THIS AGREEMENT**, by and between the **CITY OF WINTER PARK**, a municipal Corporation organized and existing under the law of the State of Florida (hereinafter referred as Winter Park) and the **CITY OF ORLANDO**, a municipal corporation organized and existing under the law of the State of Florida (hereinafter referred to as Orlando).

### **WITNESSETH**

**WHEREAS**, the cities have established and maintain Fire Departments with Firefighting equipment, emergency medical equipment and firefighting personnel; and

**WHEREAS**, the boundaries to the two named cities are adjacent; and

**WHEREAS**, the parties are desirous of providing an expeditious and efficient response in their respective jurisdictions in order to protect the public health, safety, and welfare; and

**WHEREAS**, such interlocal agreement is authorized by Florida Statute Chapter 163.01, The Florida Interlocal Cooperation Act of 1969; and

**WHEREAS**, the parties recognize the most effective response may be provided by the firefighting and rescue agency outside of, but contiguous to, the jurisdiction in which the emergency occurs; and

**WHEREAS**, the parties deem it desirable to make provisions for an initial response in case of emergency from the firefighting and rescue agency closest to such emergency.

**NOW THEREFORE**, it is agreed by and between the parties hereto that each will assist the other under the following stipulations, provisions and conditions:

1. **Definitions.** For the purposes of this agreement, the following definitions shall apply:

- (a) **Mutual Aid.** An immediate response of emergency personnel by the Responding Party at the request of and within the Receiving Party's jurisdiction on behalf of or with the Receiving Party.
  - (b) **Receiving Party.** The jurisdiction to which aid is rendered pursuant to this agreement.
  - (c) **Responding Party.** The Responding Party is the jurisdiction providing aid pursuant to this agreement.
  - (d) **Automatic Aid.** Assistance dispatched automatically by contractual agreement between two communities or fire districts. The specifics of such response will be agreed upon as provided in the Operational Plan in paragraph 5(c).
  - (e) **Joint Response.** Assistance established by predefined response area in which the responding party agrees to send available resources and/or aid to the receiving jurisdiction. This response shall be defined by CAD/GIS recommendations on behalf of both cities.
2. **Aid Assistance.** Aid assistance shall be based on a predefined area, as agreed upon by the Fire Chiefs pursuant to the Operational Plan in Paragraph 5(c), that results in the immediate response by the responding Party to the scene of an emergency in the Receiving Party's jurisdiction at the request of the Receiving Party. The process shall be initiated through the respective Fire Department Communications Center. The response to a request for assistance will be determined by the amount and the type of equipment staffed by the responding party. Joint Response and Automatic Aid: See Exhibit (A) attached hereto and incorporated by reference.
3. **Liability and Indemnification.** Each party shall be responsible for the acts, omission, and conduct of its agents, employees, and appointees that occur while said persons are engaged in providing services pursuant to this agreement, subject to the provisions of Florida Statute 768.28, where applicable.
4. **Reimbursement.** The responding party shall compensate its employees during the time such aid rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to the personal injury or death while said employees are engaged in rendering such assistance. Nothing herein prevents either party from receiving reimbursements from any state or federal reimbursement programs. Each party furnishing equipment pursuant to this agreement must bear the

cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

## **5. Miscellaneous**

(a) **Officer in Charge, Service Standard** – While providing aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations. If an officer of the Requesting Party is not available at the scene, the highest-ranking officer from the Responding Party will control the scene until its termination or an officer from the Requesting Party arrives and scene control is properly transferred. Both parties shall utilize National Fire Protection Standard 1500, as defined in Florida Statute 633.821, to ensure the Incident Command System, the Personnel Accountability System, and adherence to the Two In/Two Out standards. Requesting and responding personnel shall follow their respective agencies policies and procedures relating to fire response and conduct. Failure to comply with this service standard may be deemed a breach of this agreement and cause for termination.

(b) **Application of Agreement** – This agreement shall apply only to emergencies within the predefined areas of protection of the cities, made an addendum hereto (Exhibit "A").

(c) **Operational Plan** – The Chiefs of the Fire Departments, or designees, will develop a written plan for procedures and operations necessary to implement this Agreement. The operational plan will become effective when approved in a written Memorandum of Agreement signed by both Fire Chiefs.

(d) **Conflict Resolution** – Any disputes arising from this Agreement shall be resolved by the Fire Chiefs, or their authorized representatives.

(e) **Radio** – The requesting agency shall be responsible for recording radio communications. Upon request by the other party, the requesting or responding agency shall complete a detailed report and forward a copy to the other agency.

6. **Termination**. Either party may terminate this Agreement upon providing 90 days written notice to the other party. The liability provisions of this agreement shall survive any such termination.

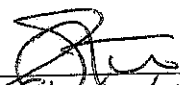
7. **Effective Date and Term**. The Agreement shall take effect as of the date of this last signature herein below. This agreement shall continue in full force and effect through December 31, 2020. The term of this agreement may be extended for a period of up to 120 days by written agreement executed prior to December 31, 2020

by the Mayors of Winter Park and Orlando. This agreement may not be renewed or amended except in writing.

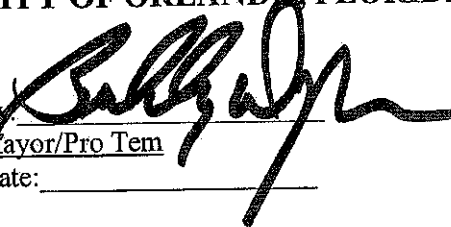
**IN WITNESS WHEREOF**, the parties have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

**CITY OF WINTER PARK, FLORIDA**

  
ATTEST: Cynthia Bonham

By:   
Name: Steve Heary  
Title: MAYOR  
Date: 6-13-16

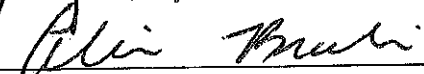
**CITY OF ORLANDO, FLORIDA**

By:   
Mayor/Pro Tem  
Date: \_\_\_\_\_

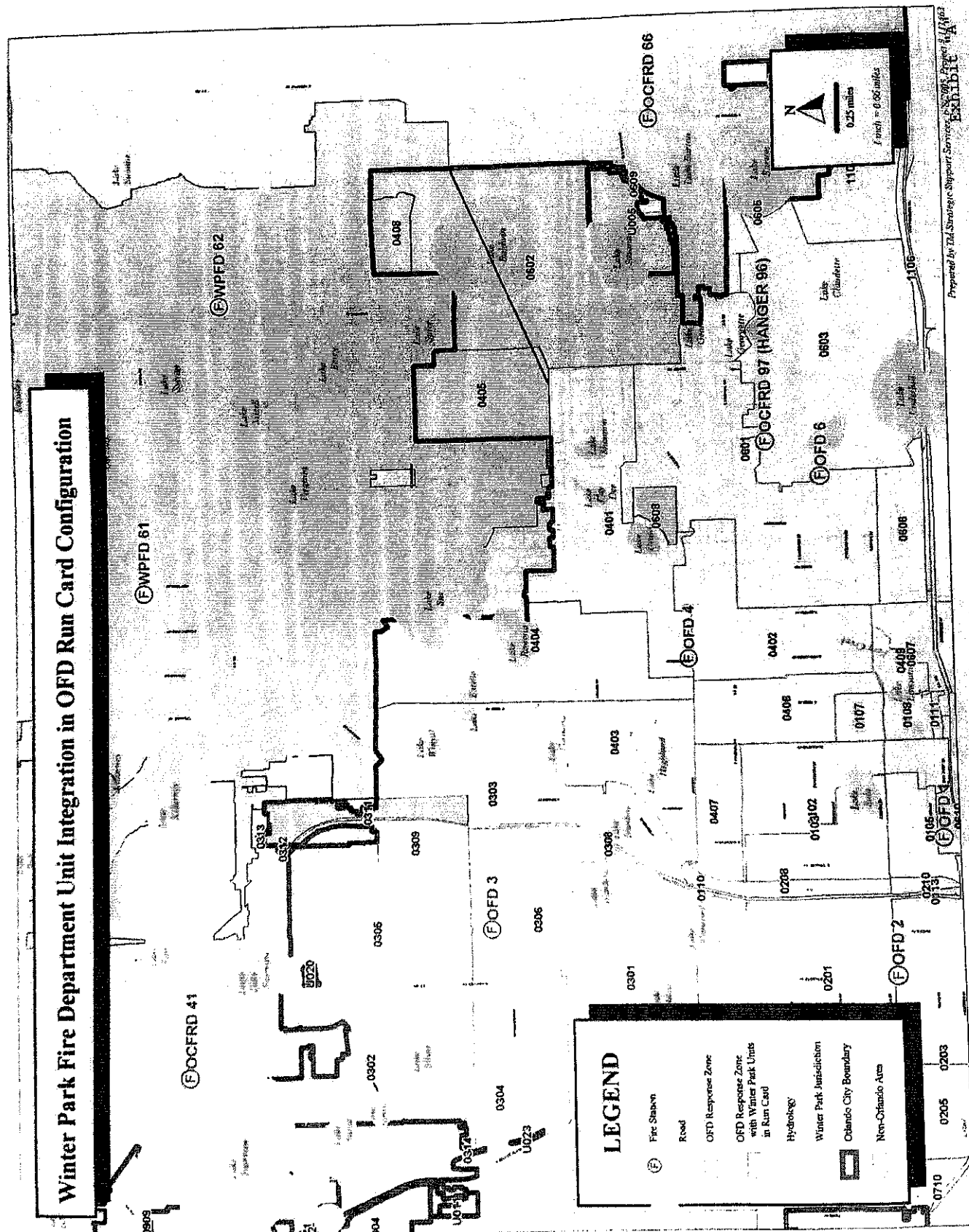
Attest:

\_\_\_\_\_, City Clerk

Approved As To Form And Legality  
(for the use and reliance of the  
City of Orlando, Florida only)

July 14, 2017  
  
Assistant City Attorney

## Winter Park Fire Department Unit Integration in OFD Run Card Configuration



Prepared by: TAD Strategic Support Services, b8, b7D, Project 5, U-1403  
Exhibit A

Exhibit "A"