

MEMORANDUM OF UNDERSTANDING
BETWEEN:
The City of Winter Park Fire-Rescue Department
The City of Orlando Fire Department

Special Operations Response and Training

This Memorandum of Understanding, (hereinafter referred to as “MOU” or “Agreement”) between the City of Winter Park Fire Rescue Department (“WPFRD”) and the City of Orlando Fire Department (“OFD”) hereinafter known collectively as the “Parties,” for the purpose of developing a special operations response and training system.

Purpose and Mission:

The purpose of this MOU is to formalize the concept of the Parties regarding the response for special operations emergencies by the OFD into the jurisdiction legally established as the municipal boundaries of the City of Winter Park, in which the WPFRD provides emergency services, as well as the concept of the OFD providing credible, validated special operations training to and with the personnel within the WPFRD organization to a level set forth and agreed upon by the Parties. The Parties recognize that under current Mutual Aid agreements between the WPFRD and the OFD, inclusion for the response to special operations incidents by the OFD into the WPFRD jurisdiction is understood. This MOU is established to better formulate the response of the OFD into the WPFRD jurisdiction as the “first call” agency when deemed necessary by the Incident Commander.

Definition

The applied definition for “Special Operations” contain within this MOU include the following services and training disciplines:

- Hazardous Materials
- Technical Rescue to include Confined Space, Trench, High Angle, Collapse and Dive Rescues.

Termination, Duration, and Revision

Either party may terminate this Agreement by written notice. This agreement shall be terminated thirty (30) days after receiving written notice of cancellation from the Orlando Fire Department or the Winter Park Fire Rescue Department.

This agreement shall become effective upon the date of the last party to execute this Agreement and shall continue until such time as terminated by either party or until such time as it is revised.

Providing that this MOU is not terminated as stated above, the Parties agree to address the various sections of the MOU and revise if needed. Revision of the MOU will require the same signatory actions as the original. Until such time as a revised MOU commences, the original or latest version shall remain in force.

Conflict Resolution

In the event that a conflict arises during the time this MOU is in force, the Parties understand that attempts to resolve said conflict shall start with the designated Operational Managers as described in each section. Upon determination that said conflict cannot or is not resolved, attempts to resolve said conflict shall then go to the Fire Chief or Chief Executive or each agency.

Liability

The Parties agree that no agency will be considered the agent of the other for civil liability purposes. 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.

Special Operations Response

Management

The Fire Chiefs or otherwise designated Chief Executive representing each agency encompassed within the Parties will designate an Operational Manager to represent his/her agency for the purpose of implementing this section of the MOU. Said Operational Managers will be empowered to set specific guidelines or policies for response within the spirit of the MOU.

Response Request

In the event that the WPFRD responds to a special operations type event within its jurisdiction and it is determined by the Incident Commander that the type and/or magnitude of the event is beyond the means of the resources held by the WPFRD, the Incident Commander will request a response from the OFD for resources to assist in the containment and/or mitigation of the special operations event. Resources sent by the OFD will be at the discretion of the sending agency and shall be based on the type and magnitude of the event.

Availability

In the event the OFD is not available to respond to the request of the WPFRD, the WPFRD through its established guidelines will request a response from other agencies as stipulated with any and all inter-local agreements.

Operational Management

Unless "Command" is expressly transferred to an OFD representative, the WPFRD Incident Commander will maintain command and control of the special operations event to which OFD responds. Upon arrival at the event, OFD personnel will meet with the Incident Commander to better ascertain the particulars of the event and to better formulate the mitigation of the event. OFD Command Staff who respond with other resources sent by OFD will liaison with the Incident Commander.

Until such time as the National Incident Management System (NIMS) is adopted and implemented by the Parties, special operations incidents to which the parties respond within the jurisdiction of the WPFRD will operate under an understood Incident Management System (IMS) as established by guidelines or policies of the Parties.

Reimbursement

The Parties agree that costs incurred for personnel and equipment shall be borne by the respective agency. In the event that reimbursement is sought by the WPFRD for an event occurring within the jurisdiction of the WPFRD, the OFD will provide detailed cost statements for equipment and personnel supplied for event containment and mitigation. The WPFRD shall act as the billing agent for the Parties for events stated above. Reimbursement to the OFD will occur upon collection of the billing and based on the detailed billing statements produced.

Special Operations Training

Management

The Fire Chiefs or otherwise designated Chief Executive representing each agency Encompassed within the Parties will designate an Operational Manager to represent his/her agency for the purpose of implementing this section of the MOU. Said Operational Managers will be empowered to set specific guidelines or policies for special operations training within the spirit of the MOU. Additionally, the Operational Managers will be responsible to communicate, liaison and set the training goals, objectives and plans relative to the training received by the WPFRD. This shall be applicable also to training events that are not delivered specifically by either of the Parties, but rather, is considered a joint-training event.

Training Delivery

Training curriculum for all special operations levels shall meet an industry standard and shall be validated for accuracy. The Operational Managers representing the Parties will agree on the specific curriculum and required contact hours for the various levels of training.

If the OFD is the "Trainer" for specific curriculum, it has the option of contracting with other training facilities provided said training facilities are recognized by the State of Florida Department of Education.

Costs

The WPFRD will cover all costs for special operations training as stipulated by the OFD as trainer. The Operational Managers will discuss all costs to be incurred and the Operational Managers of the WPFRD will secure approval for expenditure of funds prior to training taking place.

For training events considered joint training when neither of the Parties is designated as trainer, costs relative to the joint training shall be borne independently by each single party based on its own expense. Shared costs shall be borne in an equal manner.

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.

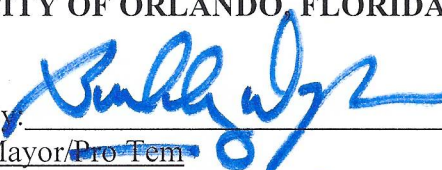
IN WITNESS WHEREOF, the parties have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

CITY OF WINTER PARK, FLORIDA


ATTEST: Cynthia S. Bonham

By: 
Name: Steve Leary
Title: MAYOR
Date: 10-13-16

CITY OF ORLANDO, FLORIDA

By: 
Mayor/Pro Tem
Date: 8.29.17

Attest:



Devinne Aldridge
City Clerk

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

July 14, 201~~6~~ 2017

Atin Brann
Assistant City Attorney