



City of Orlando

OFFICE OF CHIEF
FIRE DEPARTMENT

CITY HALL AT ONE CITY COMMONS
400 S. ORANGE AVENUE, SEVENTH FLOOR
POST OFFICE BOX 2846
ORLANDO, FLORIDA 32801-3302

TELEPHONE
(407) 246-2390

January 31, 1994

Chief Dennis Sargent
Winter Park Fire Department
180 W. Lyman Ave.
Winter Park, Florida, 32789

Dear Dennis,

We are currently updating our mutual aid agreements with various jurisdictions and I have taken the liberty of enclosing a draft mutual aid agreement for your consideration.

It has been more than 10 years since the last agreement was signed, and we have made some minor changes updating the document. I feel that it would be in the best interests of both of our organizations and of our citizens to have the agreement in place in case our departments could be of service to one another in time of emergency.

Please review the agreements and let me know if the City of Winter Park wishes to proceed.

Thanks for your continued cooperation.

Sincerely,

Robert A. Bowman, Fire Chief
CITY OF ORLANDO FIRE DEPARTMENT

INTERLOCAL MUTUAL AID AGREEMENT
FIRE PROTECTION AND RESCUE SERVICES

THIS Agreement, entered into this _____ day of _____, 19_____, by and between the CITY OF WINTER PARK and the CITY OF ORLANDO,

W I T N E S S E T H :

WHEREAS, both parties to this Agreement have established and maintain Fire Departments with firefighting equipment, hazardous materials equipment, emergency medical equipment, and/or advanced life support equipment and firefighting and paramedic personnel; and

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of the parties in times of emergency or disaster too great to be dealt with unassisted;

NOW, THEREFORE, it is agreed by and between the parties hereto that each party will provide assistance under the following stipulations, provisions and conditions:

1. Purpose of Agreement. The purpose of this Agreement is to provide for reciprocal firefighting/hazardous materials/emergency medical services/emergency management assistance in case of disasters resulting from natural phenomena, accidents or otherwise, when the emergency/incident or disaster is too great to be dealt with unassisted, or when utilization of the nearest facility unit to the incident affects the most efficient life-saving services to the citizens of both jurisdictions. Assistance rendered by either party shall include, but not be limited to, structural fires, hazardous materials, emergency medical and stand-by.

2. Areas of Protection. This Agreement shall apply only to emergencies existing within the areas of protection of both jurisdictions, respectively, and shall not apply to other territorial jurisdictions.

3. Request for Assistance by the CITY OF ORLANDO. The CITY OF ORLANDO shall request mutual aid assistance from the CITY OF WINTER PARK only through the City Duty Chief or, in his absence, the Fire Chief of ORLANDO, or his duly authorized representative; such requests shall be initiated through the CITY OF ORLANDO fire dispatch.

4. Request for Assistance by the CITY OF WINTER PARK. The CITY OF WINTER PARK shall request mutual aid assistance from the CITY OF ORLANDO only through the Duty Chief, or, in his absence, the Fire Chief of the CITY OF WINTER PARK or his duly authorized representative; such requests shall be initiated through the CITY OF WINTER PARK fire dispatch.

5. Response to Request for Assistance.

- (a) The equipment shall be dispatched only as requested; the amount of equipment and personnel dispatched shall be at the discretion of the responding agency consistent with public safety within the area served by the responding agency and the aims and purposes of this Agreement.
- (b) Should the responding agency be involved in an emergency operation at the time of receiving the request for assistance, the response may be delayed until such time as the responding agency may make an additional commitment.
- (c) Should the responding agency become aware of an emergency within its area of primary responsibility, then the

responding agency may, upon coordination with the ranking commanding officer(s), recall whatever equipment and personnel as may be needed.

- (d) Either party may decline to provide assistance if, by doing so, its own jurisdiction would not be afforded adequate coverage. Each party shall advise the other immediately upon a request for assistance if such a condition exists.

6. Incident Command. The responding party shall be subject to the orders and direction of the Incident Commander of the jurisdiction having responsibility in the area where the emergency exists while the responding party is within such area. If the first due unit is outside its normal area of responsibility, the Officer-In-Charge of the first due unit shall take command of the situation until relieved by the authority having primary jurisdiction.

7. Duties and Level of Service. No department, officer or employee of either party to this Agreement shall perform any function or service not within the scope of the duties of such department, officer or employee in performing the same kind of services within their respective jurisdiction. Rendition of service, standards of performance, discipline of officers and employees, and other matters incident to performance of services and control of personnel shall remain with both jurisdictions, respectively. Disputes or disagreements as to the level of services and standards of performance required of either party shall be reported to the respective Fire Chiefs. Each Fire Chief shall determine the stan-

dards of performance applicable to the personnel of their own department.

8. Employee Status. Persons employed by each party, while in the performance of services and functions pursuant to this Agreement outside their jurisdiction, shall at all times remain employees of their own governmental entity and shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges afforded by law or granted to personnel of and by the jurisdiction wherein the extraterritorial service is performed.

9. Liabilities and Responsibilities of Parties.

- (a) The parties hereto, their respective officers and employees, shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party, and, to the extent permitted by law, each party shall hold the other party harmless from and shall defend the other party and its officers and employees against any claim for damages resulting therefrom.
- (b) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers or employees of either party when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially pursuant to this Agreement.
- (c) Except as herein otherwise provided, all liability for injury to personnel, and for loss or damage of equipment

shall be borne by the party employing such personnel and owning such equipment, and all parties shall carry sufficient insurance or be self-insured to cover all such liabilities.

- (d) The cost of fuel and other expendable supplies for continued operation shall be the responsibility of the party owning such equipment and consuming such supplies.
- (e) All compensation for personnel shall be borne by the party employing such personnel.
- (f) After emergency calls for assistance have been received and dispatched, the requesting party shall not be held liable for actions involved while responding to an emergency call for assistance.
- (g) Nothing in this Agreement shall be interpreted or construed to prevent a party from claiming or seeking funds or reimbursement from any outside sources, including but not limited to, the Federal Emergency Management Agency (FEMA).

10. Term of Contract. This Agreement shall commence on the date first above written and shall continue in perpetuity until cancelled by either party.

11. Cancellation of Renewal. This Agreement may be cancelled by either party after giving a minimum of ninety (90) days advance notice of intent to cancel said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year above.

CITY OF ORLANDO, FLORIDA

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.
_____, 199__.

City Attorney
Orlando, Florida

CITY OF WINTER PARK

ATTEST:

By: _____

This Instrument Prepared By:
Robert L. Hamilton
City Attorney
City of Orlando
City Hall - Third Floor
400 South Orange Avenue
Post Office Drawer 1151
Orlando, FL 32802
(407) 246-2295
Florida Bar No. 0104444