

EXECUTIVE SUMMARY

of the proposed inter-local agreement
between the City of Winter Park and Orange County to
improve

Fire and Rescue Services

Prepared by; Deputy Fire Chief James E. White,
City of Winter Park Fire / Rescue Department
Winter Park, Florida

February 25, 1994

INTRODUCTION

Since the early 1980's, the City of Winter Park has enjoyed a number of mutual aid agreements with local jurisdictions that have provided additional Fire and Rescue resources in times of need.

As the City has grown along with the Central Florida region, local government agencies have strived to continue to offer a level of public safety that has required a great deal of financial support.

In an effort to provide the best possible service to the residents and visitors of the City of Winter Park, the Fire Department entered into negotiations with representatives of the Orange County Fire & Rescue Division in January 1992. The goal of these negotiations was to provide a plan that would improve response times and coverage to those areas of each others jurisdiction that are geographically closer to the others resources.

The following executive summary is a guideline by which these two agencies, along with those other Fire and Rescue agencies in the Orange / Seminole County region, can operate under one system and provide the citizens the best fire and emergency medical services available.

Two goals were addressed at the beginning of these negotiations; one, to improve the inter-local, mutual aid agreement that currently exists between Orange County and the City of Winter Park to provide "first response" capability that would bring both agencies units across their boundaries and provide the best possible fire and emergency medical service, secondly, to explore the possibility of the City of Winter Park assuming the operations of the facility known to Orange County as "Station 64" located on Howell Branch Road. These goals will be addressed seperatly in the following summary.

METHODOLOGY

The City of Winter Park is geographically located in an area of Orange County that lends itself to an aggressive first response fire and emergency agreements between all its' neighboring agencies.

Currently, the City of Winter Park operates three fire stations, two of these facilities are located on the westside of the City and the other on the east. These three stations were responsible for 3572 emergency responses during 1993. The Orange County Fire & Rescue Division operates several facilities that could have an effect on improving operations for the City of Winter Park. In turn, Winter Park's strategic locations could provide improved services to a number of areas outside the corporate limits of the City.

The idea behind agreements of this type are to provide what could be referred to as "borderless protection". The closest unit is dispatched to the emergency without regard to jurisdiction.

In January 1992, Orange and Seminole Counties, along with the Cities of Maitland and Altamonte Springs entered into an agreement that has been providing first response coverage. Units from each of these agencies are currently responsible for first response coverage in the others jurisdiction. These units respond irregardless of all city and county borders.

This summary will show the impact of such an agreement for the City of Winter Park, both in improved response times and improved resource availability.

ORGANIZATION

The following individuals were responsible for the information provided in this summary. Many hours of planning and strategic implementation plans have brought us to this information. I wish to thank all of those involved for their service to the citizens of Winter Park and Orange County.

Chief Dennis M. Sargent, Winter Park
Deputy Chief James E. White, Winter Park

Chief Mitch Floyd, Orange County
Assistant Chief David Hepker, Orange County
Lieutenant Eric Yeadon, Orange County

CURRENT AGREEMENTS

The mutual aid agreement that was signed between Winter Park and Orange County in 1983, states in section 8 that, "Since both parties have fire stations immediately adjacent to the other party's territory, agreements will be made by the respective Chiefs to mutually cover these areas, subject to approval by the Winter Park City Commission. To this point the agreement has been used only on a request basis.

It seems clear to the committee the intent of this section was to provide the best possible service to the residents of both jurisdictions. We feel this agreement can accomplish this goal.

The City of Winter Park also holds Inter-local agreements with Seminole County, the City of Orlando, the City of Altamonte Springs, the City of Maitland, the City of Sanford and the Naval Training Center. The statements regarding stations immediately adjacent to the other's stations do not appear in any of the other agreements. Since the signing of these agreements, the City of Altamonte Springs and the City of Maitland have entered into a similar first response agreement with Orange and Seminole Counties. At this point in our negotiations, we are asking for approval from the Winter Park City Commission to proceed with a test period of implementation for this program.

IMPLEMENTATION OF AGREEMENT

It is of the opinion of the committee and of the Chiefs of these departments that the implementation of the City of Winter Park into the expanded interlocal agreement as stated in this summary could occur within 30 days after the approval of the City of Winter Park Commission. Many of the barriers that were previously in place that would have prevented Winter Park and Orange County units from operating together have been, and continue to be, removed. The overall goal of this implementation, should City Commission approval be achieved, is for the program to be operational by April 1, 1994, with full interoperability by October 1, 1994 to coincide with the completed installations of both Winter Park's and Orange County's new 800 mhz communication systems.

COMMUNICATIONS

To make this or any first response agreement work there is no more critical aspect than communications. The closest unit dispatched philosophy will only be successful if there is a timely exchange of alarm information.

At this point, Winter Park and Orange County fire units can communicate through the Orange County Communications center by use of a "cross-patch" on their current 800mhz radio system. This will be greatly improved by both agencies upgrading to new 800 trunked radio systems in 1994. In addition, the City of Winter Park is prepared to place a number of their new 800 mhz. portable radios on line utilizing the current Orange County radio system.

9-1-1 call receipt would remain the same. Winter Park residents requesting assistance would still talk with a Winter Park dispatcher first. If the incident is located in those pre-designated areas of the City where Orange County units are closer, our CAD will inform the dispatcher to contact them for a response. The same will hold true for Orange County when a Winter Park station is closer to the incident in their jurisdiction.

The communications center where the incident occurs will maintain control over the incident. All other communications operations between departments will follow the current communication procedures utilized by those in the agreement.

RESPONSE AREAS

At the core of this plan is the goal of improving the response times of all units in the Winter Park geographical area to give the citizenry the quickest possible assistance in the time of an emergency.

At the present time, the City of Winter Park and those neighboring fire and rescue agencies, do not respond to emergencies in each others jurisdiction unless requested, and in most cases, unless the resources in a particular area have been exhausted. There are several geographic locations within the city limits of Winter Park that experience extended response times due to the current location of the fire stations. The same holds true for Orange County. Pockets of unincorporated land still exists that is much closer to Winter Park fire stations than to County stations. In many cases, apparatus are actually passing each others stations to respond to calls within their own jurisdiction.

This activity is not only a waste of valuable resources, it does not provide the citizens of either jurisdiction with the best possible protection available, also the act of emergency vehicles either passing each other or not knowing that the other is responding to an emergency is dangerous.

The areas of first response, were determined utilizing a number of different variables including computer software that evaluates and suggests closest units. Time and travel distances were observed along with time delays that exists in the transfer of information from one communication center to another.

In tests that were preformed during these negotiations, the average emergency call transfer time, from one agency to another, was 1:10 seconds. The committee feels that with additional training and with the installation of the new "800" communications systems for both agencies, this time will decrease to the average we now have for call transfer within our own center. Those areas that are included in this project are those that lie along the immediate borders of Winter Park, and those areas of unincorporated Orange County that are surrounded by or border directly the City of Winter Park.

The areas where Winter Park would be involved in providing first response service to Orange County are those residential areas east of the City limits that encompass the "Winter Park Pines" subdivision to Ranger Boulevard, along Route 436 from just north of Aloma Avenue and south to Hanging Moss Road. In addition, all of those areas of unincorporated Orange County that are surrounded by Winter Park city limits would see first response from Winter Park.

To the west of the City, Winter Park would provide service to those areas of the County that border Winter Park, up to, but not including Interstate 4, continuing north along the east side of I-4 along Wymore Road to the Eatonville City limits. We would also be responding to those areas of the County that are between our current City limits and those areas described above, some of which are surrounded by Winter Park city limits. Winter Park units would not participate in any "move-ups" or "fill-ins" to cover other jurisdictions in non-emergency situations. During states of regional emergency, this would be left to the discretion of the Fire Chief.

In return for responding first to these areas of Orange County, Winter Park would receive their services in the Howell Branch, Via Tuscany, Temple Trail areas where first and second responding units from Winter Park experience an extended response time and in some instances, would have to drive past the Orange County station to reach these locations. In addition to this first response coverage, Winter Park would receive the full range of support services of all the agencies in this agreement. This will include, additional manpower, apparatus, larger aerial apparatus, hazardous materials teams, heavy rescue equipment, mobile incident command posts, mobile air and lighting units, emergency scene support services such as food and refreshments during extended incidents and communication support. These units are stationed in different areas of the County, but would be available to Winter Park as needed.

FIRE OPERATIONS

Another important part of this inter-local first response agreement deals with the actual inter-operability of the agencies involved. In reviewing the overall operations we have determined that with a limited amount of joint-training we will be able to operate efficiently and safely within a very short period of time.

In addition to basic personnel training, the Battalion Chiefs of each agency are currently meeting on a regular basis to discuss operational problems.

Winter Park and Orange County, along with the other agencies involved in this expanded agreement would begin regular, joint training exercises to better develop their skills.

Equipment interoperability will not be a problem. Orange County operates with several different pieces of equipment from Winter Park. For example, Orange County currently uses 5' supply hose while Winter Park utilizes 4'. Adapters will be utilized to make these connections.

Winter Park will operate under its' own Standard Operating Procedures while functioning with other agencies. The minor differences that will exist between procedures of other agencies will be addressed during inter-department training.

Problems that arise in the area of operations shall be resolved at the lowest level of supervision possible. If unresolved they will be forwarded up the chain of command for resolution. In addressing such issues, the guide should be that all problems should be resolved in a spirit of cooperation.

Battalion Chief's from Winter Park, due to their increased staff responsibilities, will play a limited role in the first response plan. These commanders will be dispatched to incidents where Winter Park's fire units are either first or second due. Basically, one of the Winter Park commanders will respond to any multi-unit call where a Winter Park engine is dispatched.

Additional operational issues shall be discussed by the First Response Committee during periodic meetings.

MEDICAL OPERATIONS

The Winter Park Fire Department currently provides pre-hospital medical care under the direction of the Medical Director of Orange County. If this agreement is passed, Winter Park could be operating in different jurisdictions, such as Seminole County, which are under the direction of a different Medical Director.

When the original First Response agreement was initiated involving Orange County and Seminole County, the agencies involved began operating under a spirit of cooperation with their respective medical directors and have experienced limited problems. Winter Park will not find itself operating outside Orange County very often, but when it does, it will operate under current Orange County medical protocols.

The long term goal of these agencies will be to operate under one set of medical protocols, until that time, each will utilize their own respective protocols.

STAFF RECOMMENDATIONS

It is the recommendation of the Winter Park Fire Department staff that the City enter into this interlocal agreement with Orange County to provide for a workable, first response fire and rescue plan that will benefit both agencies. Winter Park wishes to be a "team player" in the region and help to provide coverage to all residents.

As was previously stated, we believe with the amount of work that has been accomplished over the past year, this plan could be placed into action on or about April 1, 1994.

The staff would also request a 12 month trial period where by this system could be reevaluated and adjusted to best meet the interest of both parties.

COPY

INTER-LOCAL AGREEMENT FOR FIRE AND RESCUE SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 1993, by and between ORANGE COUNTY, FLORIDA, ("County"), a political subdivision of the State of Florida, whose address is 4700 Lake Underhill Road, Orlando, Florida 32807, and the CITY OF WINTER PARK, ("City"), a municipal corporation whose address is 401 Park Avenue South, Winter Park, Florida 32789.

PREMISES

1. The parties are desirous of providing the most expeditious and efficient response in their respective jurisdictions in order to protect the public health, welfare and safety.
2. The parties recognize that the most expeditious response may be provided by a fire-fighting and rescue agency outside of, but contiguous to, the jurisdiction in which the emergency occurs; and
3. The parties hereby desire to make provision for an initial response in case of such emergency from the fire-fighting and rescue agency closest to such emergency.
4. County and City have the common power to provide fire protection and emergency medical service within their respective geographic jurisdictions.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated below, the parties agree as follows:

Section 1. County and City will each provide to the other fire protection and emergency medical and rescue services in the manner and according to the procedures set forth herein.

Section 2. The Fire Department of County or City may request initial response assistance from the other under this Agreement.

Section 3. The request for such initial response shall be made by the on-duty communications supervisor, or their designee, of the requesting Department.

Section 4. Upon the receipt of a request for initial response, the Department to whom such request is made will dispatch fire-fighting and/or rescue equipment and personnel to any point within an area specifically outlined on a map attached hereto as Exhibit "A", and incorporated by reference herein. Such dispatch will be made only if the requested Department's closest unit to the emergency is available and not assigned to another alarm or other duties. If a unit is not available, the requested Department shall make such fact known immediately to the requesting Department.

ORANGE COUNTY/WINTER PARK INTER-LOCAL AGREEMENT
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Section 5. A Department providing assistance out of its jurisdiction, if arriving first on the scene of the emergency will report the nature of the situation and/or the extent of involvement.

Section 6. The Department in whose jurisdiction the emergency occurs will release the assisting Department's units from the scene as soon as practical.

Section 7. If the first arriving unit is from the assisting Department, the unit's officer is in charge until relieved by an officer of the Department having territorial jurisdiction. The Departments will cooperate with orders and directions of the officer in charge of the incident.

Section 8. Notwithstanding any provision of this Agreement to the contrary, the Fire Department of either signatory may decline to provide assistance if by doing so their own jurisdiction would not be afforded adequate coverage. Each Department shall advise the other immediately if such a condition exists.

Section 9. County and City do not assume any liability for the acts, omissions or negligence of the other. To the extent permitted by law, and subject to the limitations of Florida Statutes 768.28, each shall indemnify and hold the other harmless from all claims, damages, losses and expenses arising out of or resulting from the performance of their respective operations under this Agreement.

Section 10. Neither County nor City will receive payment or be reimbursed for any expenses or the like incurred in connection with services provided under this Agreement.

Section 11. The Chiefs of the Fire Departments, or their designees, of the signatory parties are authorized and directed to meet and draft any detailed plan and procedures of operation necessary to effectively implement this Agreement. Such plans and procedures of operation shall become effective upon ratification by the Orange County Fire Administrator and the Winter Park Fire Chief and Civil Service Board.

Section 12. All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of either City or County 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 of such officers, agents or employees extra-territorially under the provisions of this inter-local agreement.

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Section 13. All equipment utilized by the Department rendering assistance under this Agreement will, at the time of such rendering, be owned by such Department and all personnel acting for such Department will, at the time of such service, be a regular employee or a regular volunteer member of such Department.

Section 14. This Agreement may be canceled by either party after giving a minimum of ninety (90) days written notice of intent to cancel said Agreement. This Agreement will continue in perpetuity until canceled.

Section 15. This Agreement will take effect upon the recording of the inter-local agreement with the clerk of the court.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the day and year first set forth below.

ATTEST:

13 October 93

For the use and reliance
of Orange County only.
Approved as to form and
legal sufficiency.

[Signature]
County Attorney

ATTEST:

For the use and reliance
of the City of Winter
Park only. Approved
as to form and legal
sufficiency.

City Attorney

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

BY: _____
Chairman

DATE: _____

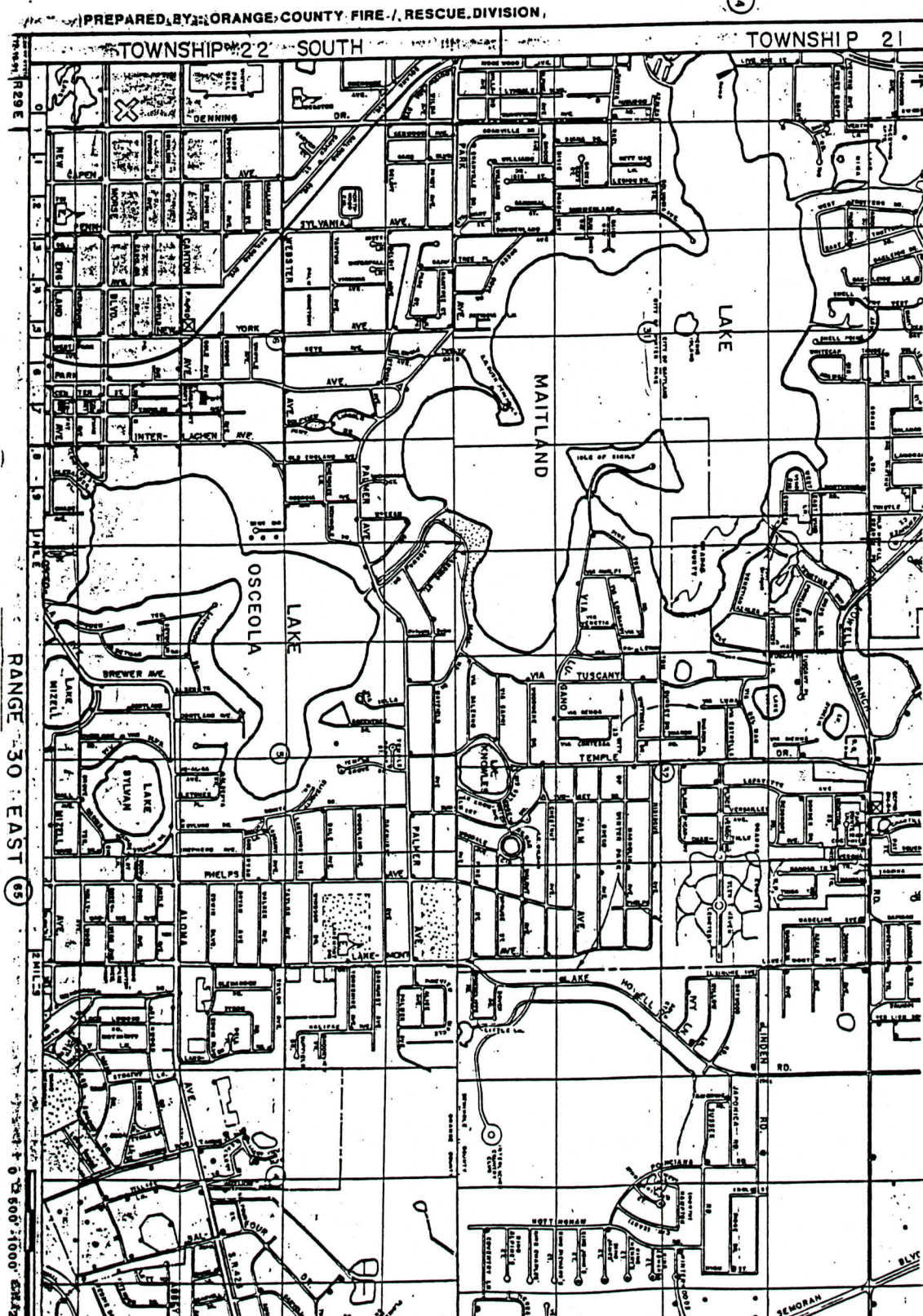
CITY OF WINTER PARK

BY: _____
Mayor

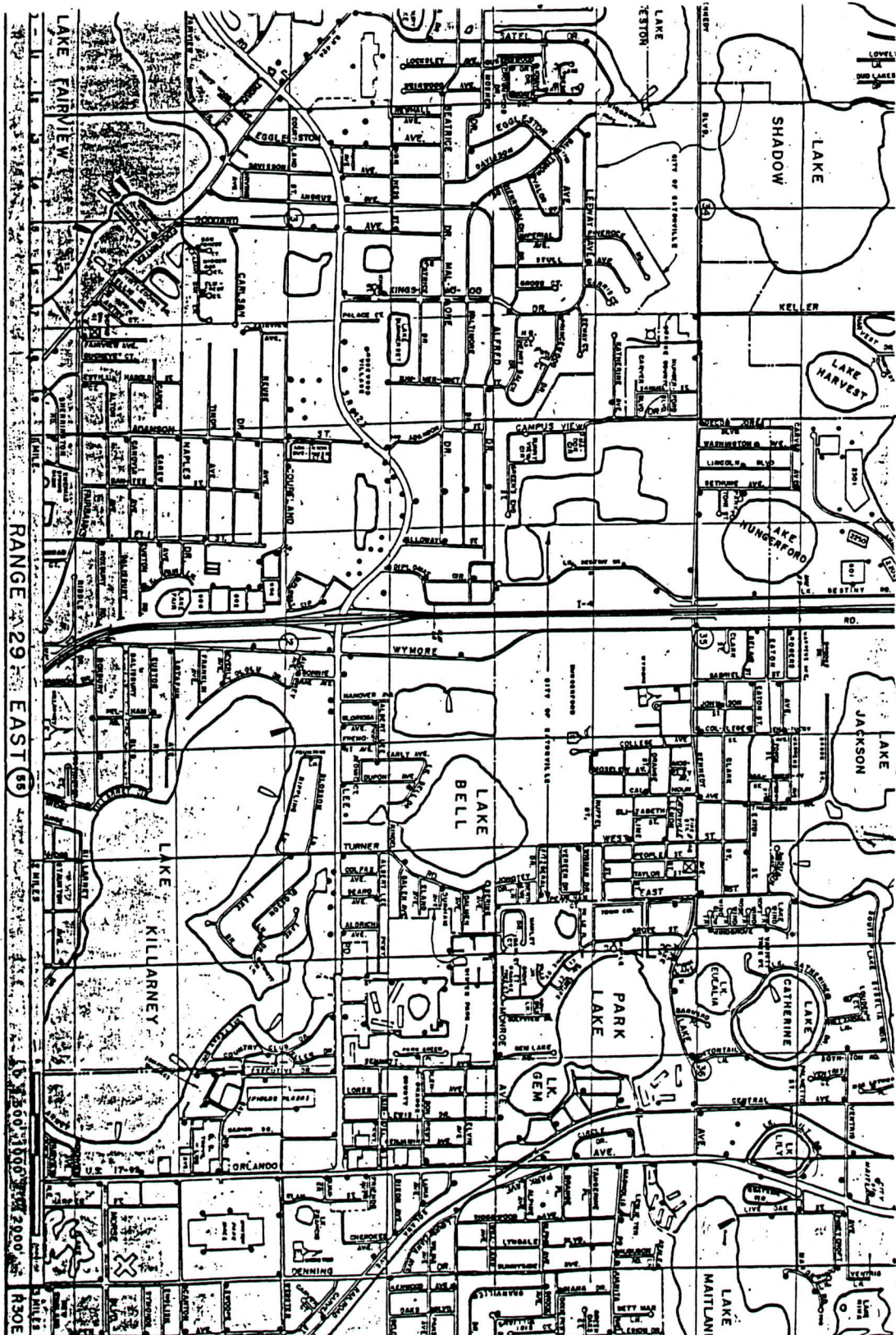
DATE: _____

EXHIBIT "A"

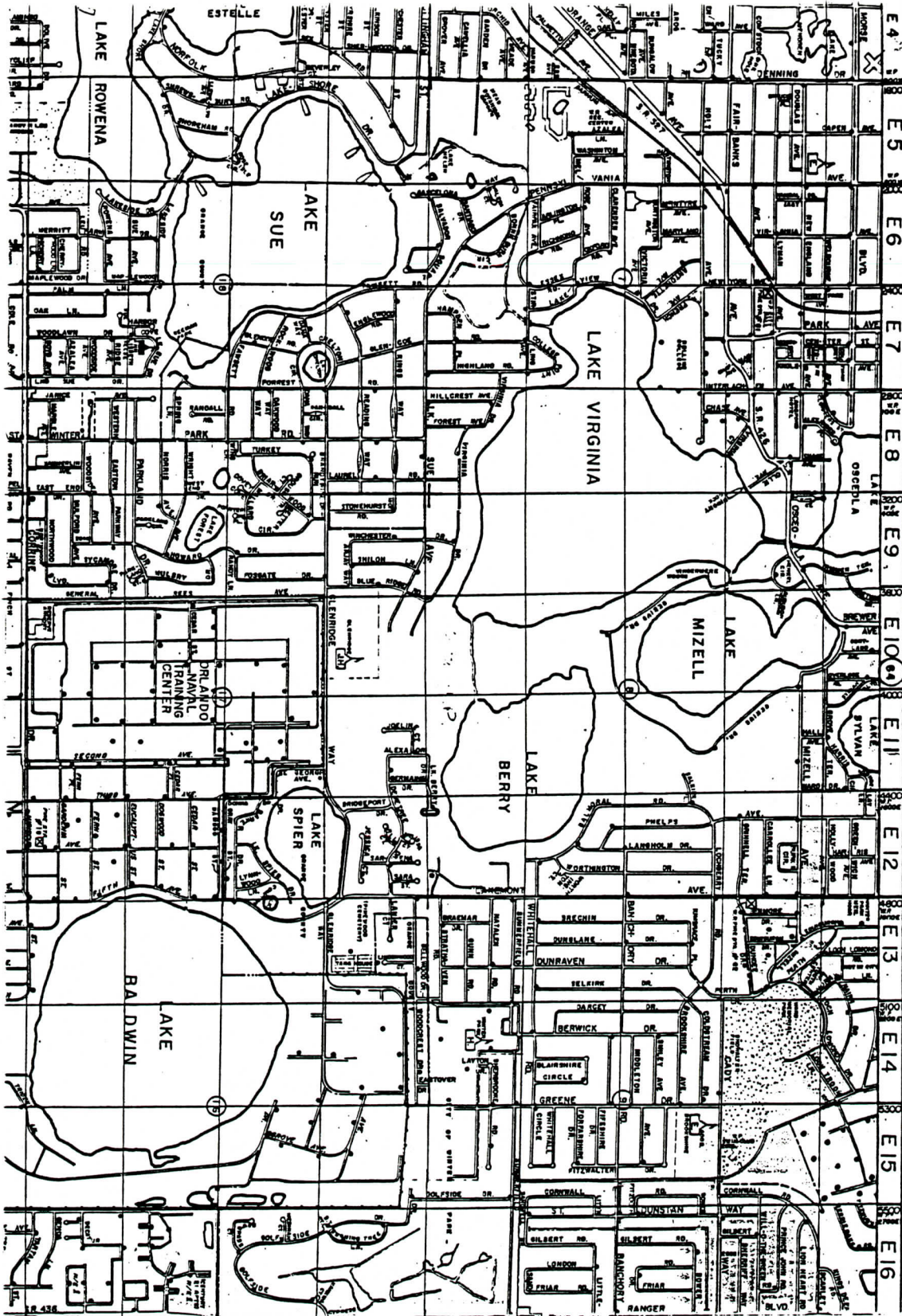
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"A"
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"A"
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Winter Park Fire Department
Memorandum

September 1, 1993

To: C.Brent McCaghren, City Attorney

Through : Dennis Sargent, Fire Chief

From: James White, Deputy Fire Chief

Attached is a draft copy of an Inter-Local agreement that we are looking at incorporating with Orange County.

Could you please look the document over and render an opinion on the City's behalf.

Your time and consideration in this matter is greatly appreciated.

Orange



County

County Attorney's Office
Thomas J. Wilkes, County Attorney
201 South Rosalind Avenue - 5th Floor
Reply To: Post Office Box 1393
Orlando, Florida 32802-1393
Telephone (407) 836-7320
FAX (407) 836-5888

MEMORANDUM

TO: Mitchel C. Floyd, Division Director
Fire and Rescue Services Division

FROM: John A. Gehrig *JAG*
Deputy County Attorney

DATE: October 14, 1993

RE: Inter-Local Agreement with Winter Park

As you requested, I have reviewed the attached Interlocal Agreement for Fire and Rescue Services and approved the same as to legal form.

If you need further assistance, please do not hesitate to contact me.

JAG/cs
Attachment


*Our records
forward to
Eric Yeaman
10/15*

REC'D - OCFRD -

15 OCT 93 2:11

M E M O R A N D U M

CITY OF WINTER PARK

TO: James E. White, Deputy Fire Chief
FROM: C. Brent McCaghren, City Attorney 
DATE: September 8, 1993
SUBJECT: Inter-Local Agreement with Orange County

I have reviewed the draft copy of a proposed Inter-Local Agreement between the City of Winter Park and Orange County relating to fire and rescue services and offer the following comments:

1. In the heading, on page 1, the address for the city is listed at 180 West Lyman Avenue, Winter Park, Florida. Generally, the city uses the address of 401 Park Avenue South, Winter Park, Florida. I recognize that the address on West Lyman Avenue is the address for the fire station. However, thought should be made as to what address will be used for the city.

2. By way of background, §163.01, Florida Statutes, is known as the "Florida Inter-Local Cooperation Act of 1969." It is the purpose of this act to permit local governments to make efficient use of their powers by entering into inter-local or cooperative agreements with other governmental units. Under this act, a local government may exercise jointly with any other local government any power which both governments share in common and which each might exercise separately.

Any joint exercise of power must be by contract in the form of an inter-local agreement which may provide for many different provisions, including the purpose of the inter-local agreement, the duration of the agreement, the method by which it may be terminated, the manner in which each entity will pay for the costs pursuant to the inter-local agreement, a method for allocating and financing capital and operating costs, the manner of employing, transferring and compensating necessary personnel, the manner of responding for liabilities incurred through performance of the inter-local agreement, and other necessary and proper matters agreed upon by the participating governments.

James White , Deputy Fire Chief
September 8, 1993
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The agreement may provide for the mutual exchange of services without payment of any contribution other than the exchange of services.

Under the act, governmental employees and officers are entitled to the same privileges and immunities from liability, pension, disability, workers' compensation and other benefits, which apply to them, when performing their duties beyond their jurisdiction if pursuant to the inter-local agreement.

Any inter-local agreement and subsequent amendments are to be filed with the clerk of the circuit court of each county where a party to the agreement is located.

With that background in mind, I offer the following specific comments:

1. In Section 5, it should read "A Department providing assistance out of its jurisdiction. . ."

2. In Section 9, the indemnification language should be amended to provide "County and City do not assume any liability for the acts, omissions or negligence of the other. To the extent permitted by law, and subject to the limitations of \$768.28, Florida Statutes, each shall indemnify and hold the other harmless from all claims, damages, losses and expenses arising out of or resulting from the performance of their respective operations under this Agreement."

3. Section 11 provides for plans and procedures of operation to become effective upon ratification by the Orange County Fire Administrator and the Winter Park Fire Chief. While I think the Fire Chief certainly has the authority to implement plans and procedures of operations, you might give some thought to having those approved by the Civil Service Board. Obviously, the Chief is in command of his department, and may issue proper rules and procedures. However, you may find it helpful to have those approved by the Civil Service Board.

4. In Section 13, ninety (90) days written notice is required to cancel the agreement. You need to determine if that is adequate notice or if a longer or shorter period is more appropriate.

James White , Deputy Fire Chief
September 8, 1993
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You might wish to consider incorporating some of the language from §163.01(9)(a), Florida Statutes, which provides for the privileges and immunities from liability, pensions, workers' compensation and other benefits to apply equally to government employees when performing their duties both within the territorial limits and extra-territorially under the inter-local agreement. If you wish to incorporate this language, you could add another section which reads as follows:

"All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of either city or county 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 of such officers, agents or employees extra-territorially under their provisions of this inter-local agreement."

It is not necessary to add this section, since the Florida Statutes make it applicable to all such inter-local agreements. However, many governmental entities find it helpful to incorporate this text.

5. In Section 14, the agreement is to take effect on the later of the two dates set forth below. However, as noted above, prior to its effectiveness, any local agreement is to be recorded with the clerk of the court in the county where the governmental entities are located. Therefore, Section 14 may need to be rewritten to provide that it will take effect upon the recording of the inter-local agreement with the clerk of the court.

CBM/aw

cc: Dennis Sargent, Fire Chief
Anthony W. Barrett, City Manager