

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Mutual Aid Agreement between Seminole and Orange Counties

DEPARTMENT: Public Safety DIVISION: EMS/Fire/Rescue

AUTHORIZED BY: *[Signature]* Kenneth M. Roberts CONTACT: *[Signature]* Terry L. Schenk EXT. 5002

Agenda Date 3/23/04 Regular Consent Work Session Briefing
Public Hearing - 1:30 Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute renewed Mutual Aid Agreement between Seminole and Orange Counties regarding response for emergency services.

BACKGROUND:

The Orange County Fire Department is in the process of updating all agreements that they have in place with other agencies. As a result, this agreement updates and renews a Mutual aid agreement between Seminole and Orange Counties that has been in use for many years. This agreement is for the provision of fire and EMS support outside of the designated joint response or automatic response areas. This typically occurs when a public safety agency does not have sufficient resources to manage an unusual or catastrophic event. This agreement outlines and describes the terms for requesting and providing mutual aid assistance.

Reviewed by
Co Atty: *[Signature]*
DFS: _____
Risk Mgmt: _____
DCM: *[Signature]*
CM: *[Signature]*
File No. CPSF02

AUTOMATIC AID AGREEMENT
for
FIRE PROTECTION AND RESCUE SERVICES
between
ORANGE COUNTY, FLORIDA AND SEMINOLE COUNTY, FLORIDA

THIS AGREEMENT, is by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (hereinafter referred to as “Orange”) and **SEMINOLE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as “Seminole”).

WITNESSETH

WHEREAS, Orange and Seminole have established and maintain Fire Departments with fire fighting equipment, emergency medical equipment and firefighting personnel; and

WHEREAS, the boundaries of Orange and Seminole are adjacent, and

WHEREAS, 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, and

WHEREAS, the parties recognize that the most expeditious 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 such emergency from the firefighting and rescue agency closest to such emergency,

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

1. DEFINITIONS:

For the purpose of this Agreement, the following definitions shall apply.

- A. Automatic Aid: Immediate response of emergency personnel by the Responding Party (as defined below) closest to the scene within the Receiving Party's jurisdiction where personnel may be responding on behalf of or with the Receiving Party.
- B. Receiving Party: The Receiving Party is the party to which aid is being rendered pursuant to this Agreement.
- C. Responding Party: The Responding Party is the party providing aid pursuant to this Agreement.

2. AUTOMATIC AID ASSISTANCE

Automatic Aid assistance shall be based on a predefined process that results in the immediate response of emergency personnel by the Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of or with the Receiving Party. The process shall be initiated through the Fire Department Communication Center.

The Responding Party's response shall be in proportion to the amount and type of equipment/apparatus operated by the Receiving Party.

3. LIABILITY/INDEMNIFICATION

Orange and Seminole do not assume any liability for the acts, omissions or negligence of the other. Each shall indemnify and hold the other harmless from all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the negligent performance of their respective operations under this

Agreement. This provision shall not be construed as a waiver of sovereign immunity. To the extent any claim is asserted in excess of the limits established by the waiver of sovereign immunity under Florida law, this provision will become null and void and shall be severed from the remainder of this Agreement.

4. REIMBURSEMENT

Neither Orange nor Seminole will receive payment or be reimbursed by the other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents either party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

5. TERM

Agreement may be cancelled 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 cancelled.

6. MISCELLANEOUS

Officer in Charge, Service Standard - While providing Automatic 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 for the Receiving 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 Receiving Party arrives and scene control is properly transferred. The Responding and

Receiving Parties shall utilize the National Fire Protection Standard 1500, as defined in State Statute 633.821, to ensure that the Incident Command System, the Personnel Accountability System and the 2-in/2-out standards are adhered to. Failure to comply with this service standard may be deemed to be a breach of this Agreement and cause for termination.

(b) Application of Agreement – This Agreement shall apply only to emergencies existing within the areas of protection of Orange and Seminole.

(c) Operational Plan - The chiefs of the fire departments, or their designees, will meet and draft, and may thereafter revise, a written plan for the procedures and operations necessary to effectively implement this Agreement. This operational plan will become effective upon approval by the Orange County Fire Chief and the Seminole County Fire Chief.

(d) Conflict Resolution – Any disputes arising from this Agreement shall be resolved by the Orange County Fire Chief and the Seminole County Fire Chief, or their duly authorized representative.

7. EFFECTIVE DATE

This Agreement will take effect as of the date of the last signature herein below.

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

ORANGE COUNTY FLORIDA
By: Board of County Commissioners

Richard T. Crotty
Orange County Chairman

Date: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

SEMINOLE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
DARYL G. MCLAIN, Chairman

ATTEST: Maryanne Morse, Clerk to the Board
of Seminole County Commissioners

By: _____
Clerk

As authorized for execution by the Board of County Commissioners at their _____, 2004 regular meeting.

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

County Attorney