



FIRE RESCUE DEPARTMENT

OTTO DROZD, III

Fire Chief, EFO, CFO

6590 Amory Court

Winter Park FL 32792

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Otto.Drozdz@ocfl.net

September 4, 2018

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

THROUGH: Linda Weinberg, Interim Deputy County Administrator

FROM: Otto Drozd III, Fire Chief

SUBJECT: Provision of Fire Rescue Services with the City of Apopka
DISCUSSION AGENDA ITEM SEPTEMBER 11, 2018

On September 11, 2018, I will present three interlocal agreements regarding the provision of fire rescue services with the City of Apopka. These agreements have been executed by the City of Apopka. At the conclusion of my presentation, the Board will be asked to approve and execute the following agreements:

- Interlocal Agreement between Orange County, Florida and City of Apopka, Florida regarding the City of Apopka's provision of Fire Protection, Rescue, and Auto-Aid Services for the areas of unincorporated Orange County, Florida that are currently served and/or supported by Fire Station 29
- Interlocal Agreement between Orange County, Florida and City of Apopka, Florida regarding the provision of Automatic Aid for Fire Protection and Rescue Services
- Interlocal Agreement between Orange County, Florida and City of Apopka, Florida regarding the provision of Mutual Aid for Fire Protection and Rescue Services

Please call if you have any questions.

INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CITY OF APOPKA, FLORIDA

regarding

**THE CITY OF APOPKA'S PROVISION OF FIRE PROTECTION, RESCUE, AND
AUTO-AID SERVICES FOR THE AREAS OF UNINCORPORATED ORANGE
COUNTY, FLORIDA THAT ARE CURRENTLY SERVED AND/OR SUPPORTED BY
FIRE STATION 29**

THIS INTERLOCAL AGREEMENT ("Agreement"), is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the "County"), and the **CITY OF APOPKA, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida located at 120 E Main Street, Apopka, Florida 32703 (the "City"). The County and the City may be referred to herein individually as "party" or collectively as "parties."

RECITALS

WHEREAS, this Interlocal Agreement is entered into pursuant to the home-rule powers granted to the County and the City under the Constitution and laws of the State of Florida, including expressly, but not limited to, the powers granted under the Florida Interlocal Cooperation Act contained in Section 163.01, Florida Statutes; and

WHEREAS, the County and the City, in recognition of the mutual interests and obligations of the other, both provide fire services to the public in case of emergencies; and

WHEREAS, the City has substantially annexed unincorporated County areas located within the response area of Orange County Fire Station 29 located at 225 E Kelly Park Road, Apopka, Florida 32712 (the "Station"); and

WHEREAS, the City has established its intention to annex the unincorporated properties currently receiving fire protection and rescue services from the Station in the future; and

WHEREAS, based on its intended annexation, the City has a valid public purpose interest in providing long-term fire services to the area currently receiving fire protection and rescue services from the Station, and

WHEREAS, the County finds that transferring fire protection and rescue service response responsibility to the City will benefit the public and ensure the continued provision of adequate levels of service to the unincorporated County areas that are presently served by the Station.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions contained herein, and good and valuable consideration that by execution of this Agreement the parties affirm receipt thereof, it is agreed by and between the County and the City as follows:

Section 1. Recitals Incorporated. The foregoing recitals are true and correct and are incorporated as part of this Agreement.

Section 2. Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this Agreement are:

1. This Agreement;
2. **Exhibit A:** Orange County/Apopka Contract Area;
3. **Exhibit B:** Orange County/Apopka Auto Aid Area;
4. **Exhibit C:** The Interlocal Agreement between Orange County, Florida and City of Apopka, Florida regarding the Provision of Automatic Aid for Fire Protection and Rescue Services (to be added upon execution thereof); and
5. **Exhibit D:** The County's list of properties in the Contract Area without an available water supply.

Section 3. Contract Area. The "Contract Area" shall be defined as the area within the boundaries shown on the map attached hereto as **Exhibit "A."**

Section 4. The Obligations of the Parties.

A. The City shall:

1. Provide fire and rescue services to all persons and property within the unincorporated areas of Orange County that lie within the Contract Area that include, but are not limited to:
 - a. Fire Suppression;
 - b. EMS First Response;
 - c. EMS Transport; and
 - d. Any other non-law enforcement emergency services that the City provides to properties and persons located within the City's jurisdictional limits.
2. Provide such services at the same level of quality and timeliness as is provided in other parts of the City, without differentiation or discrimination toward any areas in the Contract Area that lie outside the City's boundaries.
3. Commencing on or before December 15, 2018, and continuing on an annual basis thereafter, invoice County for the amount payable under the formula found in Section 4.B.3. below, for the then-current fiscal year.

B. The County shall:

1. Maintain full power and authority to enforce the Fire Prevention Code in the areas of the Contract Area that lie outside the City's boundaries. This authority specifically includes, but is not limited to, inspection of buildings, lands, and premises, except for single-family dwellings and the usual appurtenances thereto.
2. Continue to collect the fire rescue impact-fee revenue from in Contract Area.
3. Pay to the City, on an annual basis, a sum determined by applying the millage levied each year in the Urban Fire Protection and Emergency Medical Services municipal service taxing unit existing in Orange County, to the ad valorem tax assessment roll covering real and personal property within the then-unincorporated areas of the Contract Area.
4. Remit payment to the City on or before February 1, following the date of invoice.

Section 5. Automatic Aid Agreement.

A. As the County's intended closing of Station 29 removes not only the County's capacity to provide fire protection and rescue services the Contract Area, but also hinders the County's capacity to provide back-up to the areas as shown in **Exhibit "B"** of this agreement, the City hereby agrees to provide such back-up services and automatic aid to the County to the areas depicted in **Exhibit "B."** This obligation shall:

1. Be based on the terms of the Interlocal Agreement between Orange County, Florida and City of Apopka, Florida regarding the Provision of Automatic Aid for Fire Protection and Rescue Services ("Automatic Aid Agreement") entered into between the County and the City at the same time as this Agreement and shall, once executed, be attached to this Agreement as **Exhibit "C"** and have its relevant terms incorporated herein; and
2. Only terminate along with the City's obligations under this Agreement and therefore, shall survive any expiration and/or termination of the above-referenced Automatic Aid Agreement.

B. Should a property designated as "without an available water supply" in **Exhibit "D"** be in need of fire suppression service:

1. The City shall – at the time of initial dispatch of units – notify the County that it requires the support of the County's standard rural water supply task-force. This notification shall be made by means to be agreed upon by the parties' Fire Chiefs.

2. The County shall support the City by dispatching its standard rural water supply task-force which includes: a 1-suppression unit, 3 tankers, and a command officer.

Section 6. **Incident Count Management.** Should the number of: (1) incidents within the Contract Area; and (2) incidents within the Auto-Aid Area to which the City responds, in total, meet or exceed fifteen-hundred (1,500) incidents within an Agreement year, the parties' Fire Chiefs shall meet and adjust the Auto-Aid Area shown in **Exhibit "B"** to reduce the number of incidents to which the City responds in the following Agreement year below fifteen-hundred (1,500) incidents. Incidents that are associated with, or directly related to, natural disasters or similarly wide-scale emergency situations shall not be counted toward the fifteen-hundred (1,500) incidents for any given Agreement year.

Section 7. **Enforcement Right.** The County shall be entitled to enforce this duty against the City through equitable actions for specific performance or injunctive relief but not through any claim for damages. The City shall be entitled to enforce this duty against the County through equitable actions for specific performance or injunctive relief, and seek a claim for damages for failure to pay the City as described in Sections 4.B.3-4.

Section 8. **Term.** The term of this Agreement shall commence on October 1, 2018, which is the beginning of the County's 2018-19 Fiscal Year, and shall automatically renew for each subsequent Fiscal Year thereafter. Either party may elect not to renew this Agreement, with or without cause, by providing written notice to the other party of its intention not to renew the Agreement for the following Fiscal Year no later than January 31 of the current Fiscal Year.

Section 9. **Termination.** Should the City complete annexation of the entire Contract Area, this Agreement shall terminate.

Section 10. **Written Modification.** None of the provisions, terms, and conditions contained in this Agreement may be added to, deleted, modified, superseded, or otherwise altered, except by written amendment executed by the parties hereto. Such amendment(s) shall not be valid, binding, and enforceable against the County unless executed by an authorized County representative and expressly approved by the County's Board of County Commissioners.

Section 11. **Notices.** Except as otherwise provided, notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County: Orange County Fire Rescue Division
 Attn: Fire Chief
 P.O. Box 5879
 Winter Park, Florida 32793

AND

*Orange County, Florida and City of Apopka
Fire Station 29 Agreement*

Orange County Administrator
Administration Building, 5th Floor
201 South Rosalind Avenue
Orlando, Florida 32801

To the City: City Administrator's Office
120 East Main Street, 1st Floor
Apopka, Florida 32703

Section 12. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes (\$200,000 per individual / \$300,000 per occurrence) or as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

Section 13. General Provisions.

A. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

B. No Waiver of Sovereign Immunity. Nothing contained herein shall constitute, or be in any way construed to be, a waiver of either the County's or City's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

C. Assignments and Successors. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

D. Waiver. No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

E. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

F. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, will be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

G. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

H. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

I. **Construction of Agreement.** The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

J. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 14. Entire Agreement. This Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Orange County, Florida and City of Apopka
Fire Station 29 Agreement

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: Orange County Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Phil Diamond*
Deputy Clerk

Date: SEP 11 2018

CITY OF APOPKA, FLORIDA

By: City of Apopka City Council

By: *Bryan Nelson*
Bryan Nelson, Mayor

ATTEST:

By: *Linda F. Goff*
Linda F. Goff, City Clerk

Date: 8/20/18

INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

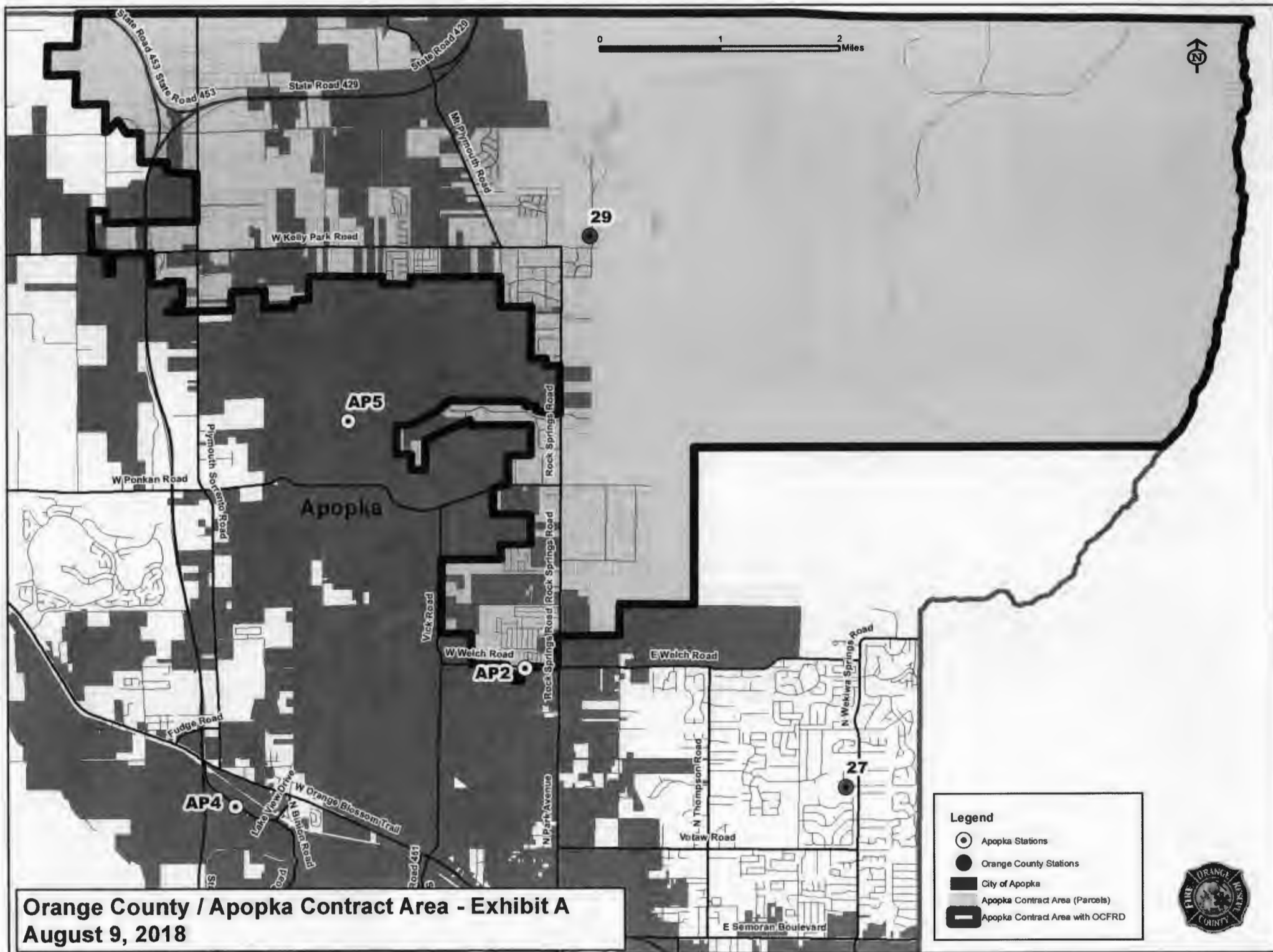
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CITY OF APOPKA, FLORIDA

regarding

**THE CITY OF APOPKA'S PROVISION OF FIRE PROTECTION, RESCUE, AND
AUTO-AID SERVICES FOR THE AREAS OF UNINCORPORATED ORANGE
COUNTY, FLORIDA THAT ARE CURRENTLY SERVED AND/OR SUPPORTED BY
FIRE STATION 29**

Exhibit A: Orange County/Apopka Contract Area;



INTERLOCAL AGREEMENT

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ORANGE COUNTY, FLORIDA

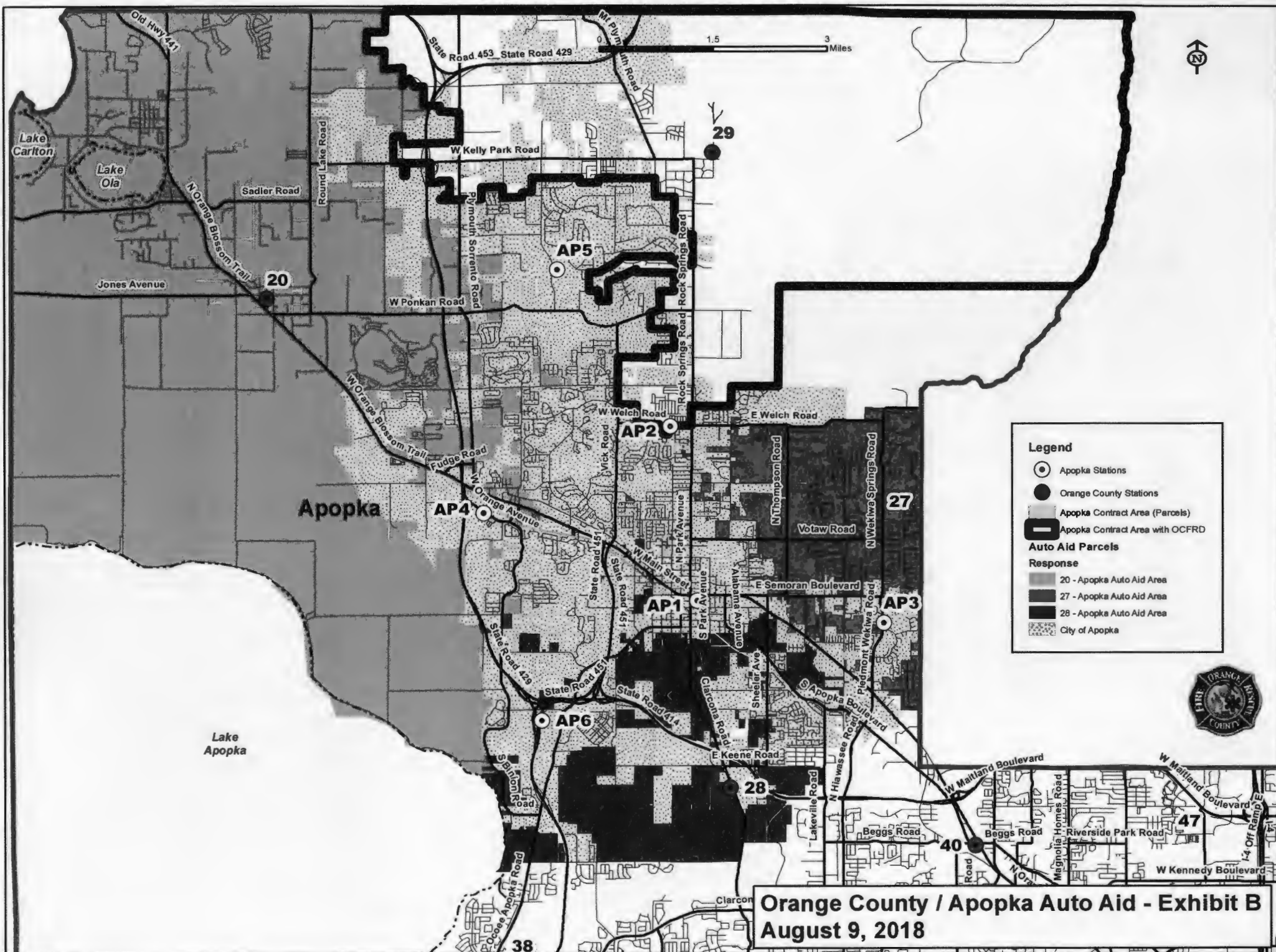
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Exhibit B: Orange County/Apopka Auto Aid Area;



INTERLOCAL AGREEMENT

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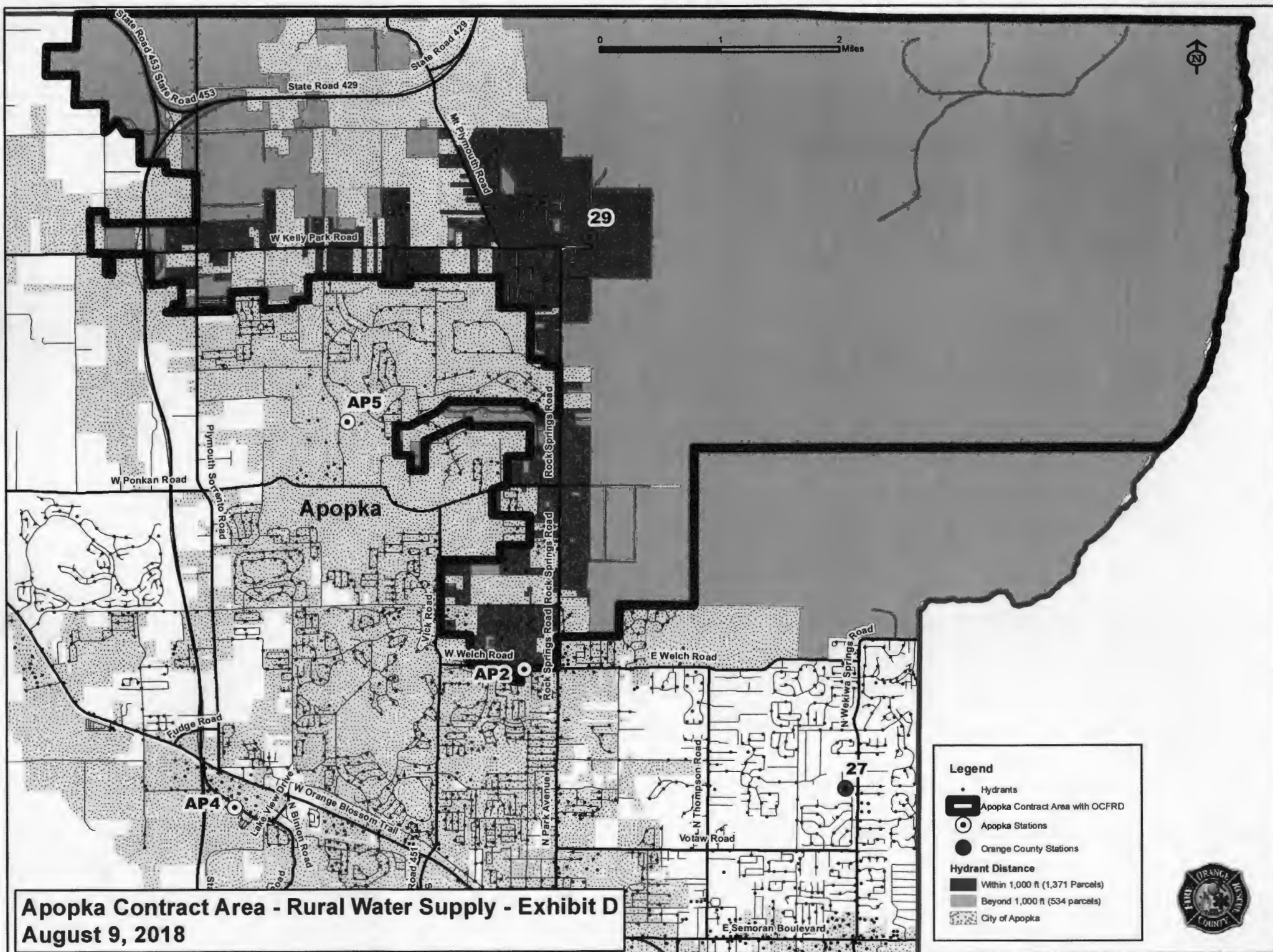
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FIRE STATION 29**

**Exhibit D: The County's list of properties in the Contract Area
without an available water supply.**



Apopka Contract Area - Rural Water Supply - Exhibit D **August 9, 2018**



Orange County Fire Rescue
List of Parcels in Apopka FD Contract Area Without Available Water Supply
Exhibit D

COUNT	PARCEL ID	ADDRESS
1	272001126600140	3536 ONDICH RD
2	272013000000030	4720 PLYMOUTH SORRENTO RD
3	272012000000044	3066 ONDICH RD
4	272012000000104	ONDICH RD
5	272012000000065	3412 ONDICH RD
6	272012000000080	3525 W KELLY PARK RD
7	272012000000022	3321 W KELLY PARK RD
8	272012000000083	5306 EFFIE DR
9	272012000000025	3103 W KELLY PARK RD
10	272012000000005	3515 W KELLY PARK RD
11	272012000000030	3537 W KELLY PARK RD
12	272012000000031	5202 PLYMOUTH SORRENTO RD
13	272012000000093	W KELLY PARK RD
14	272012000000017	3603 W KELLY PARK RD
15	272002000000011	OAK LN
16	272001000000019	6500 PLYMOUTH SORRENTO RD
17	272001000000005	6408 PLYMOUTH SORRENTO RD
18	272001000000022	PLYMOUTH SORRENTO RD
19	272001000000039	3239 ONDICH RD
20	272001000000065	ONDICH RD
21	272001126600050	3610 ONDICH RD
22	272001000000043	3203 ONDICH RD
23	272001000000012	3311 ONDICH RD
24	272001000000042	3317 ONDICH RD
25	272001000000041	3341 ONDICH RD
26	272001000000015	3435 ONDICH RD
27	272001000000026	6014 PLYMOUTH SORRENTO RD
28	282033000000079	369 EVANS LN
29	282033000000061	W WELCH RD
30	282033000000077	W WELCH RD
31	282021823900290	516 SPRING HOLLOW BLVD
32	282021823900440	3417 JERICHO PL
33	282021823900370	3411 JAYMARA PL
34	282021823900360	3403 JAYMARA PL
35	282021823900410	3400 JERICHO PL
36	282021823900420	3401 JERICHO PL
37	282021823900430	3409 JERICHO PL
38	282021823900770	3457 WESTFORD DR
39	282022000000044	ROCK SPRINGS RD
40	282022000000009	3801 ROCK SPRINGS RD
41	282022000000013	147 TRAILER HAVEN LN
42	282022000000015	164 TRAILER HAVEN LN
43	282022000000023	172 TRAILER HAVEN LN
44	282022000000024	188 TRAILER HAVEN LN
45	282022000000028	196 TRAILER HAVEN LN
46	282022000000008	187 TRAILER HAVEN LN
47	282022000000017	171 TRAILER HAVEN LN
48	282015000000017	157 EARLS LN
49	282010000000004	5455 SPRINGWOOD LN
50	282010000000002	5734 BAPTIST CAMP RD
51	282010000000029	5918 BAPTIST CAMP RD
52	282010000000030	5910 BAPTIST CAMP RD
53	282021823900710	3441 WESTFORD DR
54	282021823900520	3434 WESTFORD DR
55	282021823900510	3442 WESTFORD DR
56	282020000000016	3192 PITTMAN RD
57	282020000000010	3105 PITTMAN RD
58	282007000000002	2526 HAAS RD
59	282007000000004	2534 HAAS RD
60	282007000000006	5611 PLYMOUTH SORRENTO RD
61	282007000000052	5757 PLYMOUTH SORRENTO RD
62	282007000000012	5454 FOLIAGE WAY
63	282007897200130	2451 DOWMAN DR

COUNT	PARCEL ID	ADDRESS
280	282027908200080	458 FAYE ST
281	282027000000052	2501 JUNIOR AVE
282	282027000000101	ROCK SPRINGS RD
283	282027908200020	FAYE ST
284	282027000000015	2906 JUNIOR AVE
285	282027000000098	396 E PONKAN RD
286	282009760800261	W KELLY PARK RD
287	282006000000043	2517 HAAS RD
288	272012000000040	5206 PLYMOUTH SORRENTO RD
289	272001000000060	OAK LN
290	272001000000007	OAK LN
291	282006000000023	6919 PLYMOUTH SORRENTO RD
292	272001000000054	23854 OAK LN
293	272001000000010	3245 ONDICH RD
294	272001000000050	23852 OAK LN
295	272001000000067	6148 PLYMOUTH SORRENTO RD
296	282006000000038	2652 BOCH RD
297	282006000000009	6251 PLYMOUTH SORRENTO RD
298	282028000000043	2214 ROCK SPRINGS RD
299	282005733400020	6747 SWAIN RD
300	272012000000015	5173 EFFIE DR
301	282021823900530	3426 WESTFORD DR
302	282010000000045	BAPTIST CAMP RD
303	282010000000027	BAPTIST CAMP RD
304	282009760800242	563 W KELLY PARK RD
305	282009760800163	E KELLY PARK RD
306	282027000000057	388 E PONKAN RD
307	282027000000103	VALERIE AVE
308	282028000000106	VICK RD
309	282018000000132	CHANDLER RD
310	282018000000105	4481 CHANDLER RD
311	282027000000025	2511 VALERIE AVE
312	282027000000027	2500 VALERIE AVE
313	282022000000016	156 TRAILER HAVEN LN
314	272001000000001	OAK LN
315	272001000000033	6432 PLYMOUTH SORRENTO RD
316	282007897200050	2765 DOWMAN DR
317	282007897200010	5475 PLYMOUTH SORRENTO RD
318	282007000000054	2150 HAAS RD
319	272012000000029	5108 PLYMOUTH SORRENTO RD
320	272012000000067	3509 W KELLY PARK RD
321	272012000000028	5024 PLYMOUTH SORRENTO RD
322	272012000000019	3501 W KELLY PARK RD
323	272012000000098	W KELLY PARK RD
324	282006000000014	2626 BOCH RD
325	272001000000061	ONDICH RD
326	282006000000041	2087 HAAS RD
327	282006000000069	PLYMOUTH SORRENTO RD
328	282007897200100	2607 DOWMAN DR
329	282007897200101	DOWMAN DR
330	282036912001000	1800 WEKIWA CIR
331	272012000000058	3404 ONDICH RD
332	272001000000053	3658 ONDICH RD
333	282027000000033	425 FAYE ST
334	282027000000114	JUNIOR AVE
335	282021823900210	447 SPRING HOLLOW BLVD
336	282007000000020	5506 FOLIAGE WAY
337	282006000000013	2543 HAAS RD
338	272001000000038	3305 ONDICH RD
339	282010000000024	5722 BAPTIST CAMP RD
340	282005047600070	6800 MT PLYMOUTH RD
341	272013000000047	3612 W KELLY PARK RD
342	272013000000034	3372 W KELLY PARK RD

Orange County Fire Rescue
List of Parcels in Apopka FD Contract Area Without Available Water Supply
Exhibit D

COUNT	PARCEL ID	ADDRESS
64	282007897200110	2535 DOWMAN DR
65	282007897200090	2621 DOWMAN DR
66	282007897200080	2635 DOWMAN DR
67	282007897200070	2717 DOWMAN DR
68	282007897200060	2733 DOWMAN DR
69	282007000000021	2132 HAAS RD
70	282007000000018	5302 FOLIAGE WAY
71	282007897200040	2809 DOWMAN DR
72	282007000000068	5426 FOLIAGE WAY
73	282007897200240	2788 DOWMAN DR
74	282007897200230	2764 DOWMAN DR
75	282007000000049	2864 DOWMAN DR
76	282007897200200	2634 DOWMAN DR
77	282007897200210	2716 DOWMAN DR
78	282007897200220	2732 DOWMAN DR
79	282007897200180	2606 DOWMAN DR
80	282007000000029	2850 DOWMAN DR
81	282010000000032	5902 BAPTIST CAMP RD
82	282010000000001	5832 BAPTIST CAMP RD
83	282010000000043	5808 BAPTIST CAMP RD
84	282010000000006	5303 BAPTIST CAMP RD
85	282010000000014	BAPTIST CAMP RD
86	282010000000026	BAPTIST CAMP RD
87	282010000000020	BAPTIST CAMP RD
88	282010000000038	BAPTIST CAMP RD
89	282010000000011	BAPTIST CAMP RD
90	282009000000003	FORTUNE LN
91	282010000000016	BAPTIST CAMP RD
92	282010000000039	BAPTIST CAMP RD
93	282009760800082	HOLSTEIN RD
94	282009760800232	5234 MT PLYMOUTH RD
95	282007000000051	2621 W KELLY PARK RD
96	282021000000048	3220 ROCK SPRINGS RD
97	282007000000037	2605 W KELLY PARK RD
98	282006000000053	6501 PLYMOUTH SORRENTO RD
99	282006000000004	6447 PLYMOUTH SORRENTO RD
100	282006000000021	6441 PLYMOUTH SORRENTO RD
101	282006000000033	2423 BOCH RD
102	282006000000045	2621 BOCH RD
103	282006000000052	2675 BOCH RD
104	282006000000055	2605 BOCH RD
105	282006000000071	BOCH RD
106	282007000000066	W KELLY PARK RD
107	282007000000033	2061 W KELLY PARK RD
108	282006000000048	2201 HAAS RD
109	282005733400050	29940 RAINEY RD
110	282005000000001	6901 SWAIN RD
111	282006000000057	PLYMOUTH SORRENTO RD
112	282008000000022	1342 HAAS RD
113	282008000000027	988 HAAS RD
114	282008000000033	1030 HAAS RD
115	282008000000024	828 HAAS RD
116	282008000000030	812 HAAS RD
117	282008000000036	730 HAAS RD
118	282008000000054	HAAS RD
119	282021000000042	W PONKAN RD
120	282021000000040	153 W PONKAN RD
121	282021000000031	3174 RED BIRD RD
122	282021000000033	3170 RED BIRD RD
123	282016000000030	53 W WEST RD
124	282016000000013	21 W WEST RD
125	282005000000015	6892 SWAIN RD
126	282005047600161	MT PLYMOUTH RD

COUNT	PARCEL ID	ADDRESS
343	282006000000049	PLYMOUTH SORRENTO RD
344	282028000000083	104 PEBBLE LN
345	272012000000084	3385 W KELLY PARK RD
346	282028000000087	ROCK SPRINGS RD
347	272001000000064	ONDICH RD
348	272001000000066	OAK LN
349	272012000000103	PLYMOUTH SORRENTO RD
350	282006000000039	2635 BOCH RD
351	282005000000011	29850 RAINEY RD
352	282005000000010	6644 SWAIN RD
353	282003000000008	6124 BAPTIST CAMP RD
354	282010000000037	BAPTIST CAMP RD
355	282021003202010	3143 EVELYN SCOTT ST
356	282027000000117	2494 VALERIE AVE
357	282022000000022	180 TRAILER HAVEN LN
358	282007000000073	HAAS RD
359	272013000000048	4676 PLYMOUTH SORRENTO RD
360	272012000000033	5314 EFFIE DR
361	272012000000073	5708 PLYMOUTH SORRENTO RD
362	272012000000069	3111 W KELLY PARK RD
363	272001000000006	6448 PLYMOUTH SORRENTO RD
364	272001126600100	3556 ONDICH RD
365	282006000000022	PLYMOUTH SORRENTO RD
366	272012000000034	3252 ONDICH RD
367	282007000000022	5232 FOLIAGE WAY
368	282006000000060	HAAS RD
369	282005733400030	SWAIN RD
370	282005000000013	6912 SWAIN RD
371	272012000000018	3595 W KELLY PARK RD
372	282005000000002	29920 RAINEY RD
373	282003000000015	6140 BAPTIST CAMP RD
374	282021823900351	3404 JAYMARA PL
375	282010000000022	5840 BAPTIST CAMP RD
376	282010000000017	BAPTIST CAMP RD
377	282006000000058	BOCH RD
378	282021003201020	3136 EVELYN SCOTT ST
379	272001000000023	6330 PLYMOUTH SORRENTO RD
380	282009760800161	E KELLY PARK RD
381	282008000000035	782 HAAS RD
382	282008000000053	FOLIAGE WAY
383	282018000000013	4805 PLYMOUTH SORRENTO RD
384	282018000000050	4625 CHANDLER RD
385	282027000000039	2720 JUNIOR AVE
386	282027000000059	2846 JUNIOR AVE
387	282027000000089	2714 VALERIE AVE
388	282027000000029	400 E PONKAN RD
389	282028000000090	VICK RD
390	282007000000025	2518 HAAS RD
391	282007897200170	2534 DOWMAN DR
392	282003000000012	5984 BAPTIST CAMP RD
393	282006000000036	2075 HAAS RD
394	282003000000013	6032 BAPTIST CAMP RD
395	282010000000031	5950 BAPTIST CAMP RD
396	282027000000041	2804 JUNIOR AVE
397	282027000000047	2821 JUNIOR AVE
398	282027000000045	411 FAYE ST
399	292004000000011	STATE ROAD 46
400	272001000000016	6704 PLYMOUTH SORRENTO RD
401	272001000000027	6602 PLYMOUTH SORRENTO RD
402	282010000000042	BAPTIST CAMP RD
403	282027000000044	2727 JUNIOR AVE
404	282021823900240	529 SPRING HOLLOW BLVD
405	282001000000002	STATE ROAD 46

Orange County Fire Rescue
List of Parcels in Apopka FD Contract Area Without Available Water Supply
Exhibit D

COUNT	PARCEL ID	ADDRESS
127	282005047600092	6604 MT PLYMOUTH RD
128	282005047600160	6752 MT PLYMOUTH RD
129	282005000000031	HAAS RD
130	282005000000019	1909 HAAS RD
131	282003000000010	6148 BAPTIST CAMP RD
132	282003000000017	6048 BAPTIST CAMP RD
133	282008000000015	1334 HAAS RD
134	282008000000026	FOLIAGE WAY
135	282008000000040	1338 HAAS RD
136	282008000000032	5403 FOLIAGE WAY
137	282027000000023	376 E PONKAN RD
138	282027000000069	2919 ROCK SPRINGS RD
139	282027000000030	2821 VALERIE AVE
140	282027000000042	2905 JUNIOR AVE
141	282027000000009	2720 VALERIE AVE
142	282018000000090	4653 PLYMOUTH SORRENTO RD
143	282018000000102	4624 CHANDLER RD
144	282018000000095	4641 PLYMOUTH SORRENTO RD
145	282018000000091	4629 PLYMOUTH SORRENTO RD
146	282021823900200	439 SPRING HOLLOW BLVD
147	282021823900190	431 SPRING HOLLOW BLVD
148	282021823900130	313 SPRING HOLLOW BLVD
149	282016000000023	618 W KELLY PARK RD
150	282021823900120	305 SPRING HOLLOW BLVD
151	282021823900110	219 SPRING HOLLOW BLVD
152	282021823900160	407 SPRING HOLLOW BLVD
153	282021823900140	321 SPRING HOLLOW BLVD
154	282021823900090	203 SPRING HOLLOW BLVD
155	282021823900260	544 SPRING HOLLOW BLVD
156	282021823900070	3511 FOX LAKE DR
157	282021823900060	109 SPRING HOLLOW BLVD
158	282021823900380	3419 JAYMARA PL
159	282021823900320	446 SPRING HOLLOW BLVD
160	282021823900390	3416 JERICHO PL
161	282009000000027	PREVO DR
162	282008000000043	1815 W KELLY PARK RD
163	282008000000010	W KELLY PARK RD
164	282027000000097	2728 JUNIOR AVE B
165	282027000000026	2707 VALERIE AVE
166	282027000000100	2643 JUNIOR AVE
167	282027000000083	2708 JUNIOR AVE
168	282027000000078	2702 JUNIOR AVE
169	282027000000032	2552 VALERIE AVE
170	282027000000058	2555 JUNIOR AVE
171	282027000000074	2544 JUNIOR AVE
172	282027000000095	2564 JUNIOR AVE
173	282027000000007	2503 ROCK SPRINGS RD
174	282027000000031	2514 VALERIE AVE
175	282027000000037	2520 JUNIOR AVE
176	282027000000060	437 FAYE ST
177	282026000000004	1800 N WEKIWA CIR
178	282016761210110	E KELLY PARK RD
179	292004000000010	STATE ROAD 46
180	292004000000006	STATE ROAD 46
181	282018000000103	4677 PLYMOUTH SORRENTO RD
182	272012000000079	5902 PLYMOUTH SORRENTO RD
183	272001000000040	6122 PLYMOUTH SORRENTO RD
184	282008000000020	814 HAAS RD
185	282007897200120	2509 DOWMAN DR
186	282007000000071	W KELLY PARK RD
187	282007000000050	2300 HAAS RD
188	282008000000070	BOCH RD
189	282007000000032	2122 HAAS RD

COUNT	PARCEL ID	ADDRESS
406	292029000000004	STATE ROAD 46
407	282033000000119	VICK RD
408	282007000000007	HAAS RD
409	282006000000042	2653 BOCH RD
410	272012000000078	5918 PLYMOUTH SORRENTO RD
411	272012000000087	3430 ONDICH RD
412	282016000000029	37 W WEST RD
413	282003000000020	6016 BAPTIST CAMP RD
414	282003000000018	5992 BAPTIST CAMP RD
415	282021823900100	211 SPRING HOLLOW BLVD
416	282016000000031	45 W WEST RD
417	282021823900400	3408 JERICHO PL
418	282010000000034	5824 BAPTIST CAMP RD
419	282010000000041	5816 BAPTIST CAMP RD
420	282010000000035	BAPTIST CAMP RD
421	282008000000019	722 HAAS RD
422	282008000000023	5301 FOLIAGE WAY
423	282027000000096	2787 VALERIE AVE
424	272001000000029	6104 PLYMOUTH SORRENTO RD
425	282018000000088	PLYMOUTH SORRENTO RD
426	282018000000104	4656 CHANDLER RD
427	282018000000092	4611 PLYMOUTH SORRENTO RD
428	282027000000048	2560 JUNIOR AVE
429	282007897200160	2508 DOWMAN DR
430	272001000000003	6868 PLYMOUTH SORRENTO RD
431	282006000000076	HAAS RD
432	282005000000016	1917 HAAS RD
433	282005000000023	6520 SWAIN RD
434	282009760800032	303 E COUNTRY LN
435	282027000000115	VALERIE AVE
436	282021823900050	101 SPRING HOLLOW BLVD
437	282007000000035	2641 W KELLY PARK RD
438	282007000000014	2020 HAAS RD
439	272001000000062	OAK LN
440	282007897200030	5401 PLYMOUTH SORRENTO RD
441	282007000000030	5273 PLYMOUTH SORRENTO RD
442	282006000000024	2701 BOCH RD
443	282009760800024	555 W KELLY PARK RD
444	282003000000011	6040 BAPTIST CAMP RD
445	282005000000033	SWAIN RD
446	282003000000009	6116 BAPTIST CAMP RD
447	272012000000053	5118 PLYMOUTH SORRENTO RD
448	282021823900280	528 SPRING HOLLOW BLVD
449	282027000000049	2494 VALERIE AVE
450	272012000000070	5128 PLYMOUTH SORRENTO RD
451	292004000000009	STATE ROAD 46
452	272001000000035	6318 PLYMOUTH SORRENTO RD
453	282018000000077	4759 PLYMOUTH SORRENTO RD
454	282027000000094	435 FAYE ST
455	282027000000116	JUNIOR AVE
456	282007897200190	2620 DOWMAN DR
457	282006000000012	2609 HAAS RD
458	272012000000072	5706 PLYMOUTH SORRENTO RD
459	272012000000038	3243 W KELLY PARK RD
460	272012000000016	3611 W KELLY PARK RD
461	282005733400010	6947 SWAIN RD
462	282005047600011	6903 MT PLYMOUTH RD
463	282016000000026	29 W WEST RD
464	282021823900001	3420 JAYMARA PL
465	282016603000130	23 OAK HOLLOW DR
466	282010000000018	5934 BAPTIST CAMP RD
467	282010000000013	BAPTIST CAMP RD
468	282020000000015	3198 PITTMAN RD

Orange County Fire Rescue
List of Parcels in Apopka FD Contract Area Without Available Water Supply
Exhibit D

COUNT	PARCEL ID	ADDRESS
190	282010000000023	5942 BAPTIST CAMP RD
191	282008000000012	HAAS RD
192	282007897200020	5433 PLYMOUTH SORRENTO RD
193	282007000000070	PLYMOUTH SORRENTO RD
194	282007000000031	5221 PLYMOUTH SORRENTO RD
195	282007000000044	2103 W KELLY PARK RD
196	282006000000040	2402 BOCH RD
197	282006000000016	2011 HAAS RD
198	282006000000032	2745 HAAS RD
199	282013000000005	STATE ROAD 46
200	282010000000005	5714 BAPTIST CAMP RD
201	272012000000075	5130 PLYMOUTH SORRENTO RD
202	282021823900250	545 SPRING HOLLOW BLVD
203	282021823900470	108 SPRING HOLLOW BLVD
204	282005047600050	6851 SWAIN RD
205	282020000000017	PITTMAN RD
206	282027000000092	2732 VALERIE AVE
207	282027000000068	2733 JUNIOR AVE
208	282027000000106	2665 VALERIE AVE
209	282022000000021	179 TRAILER HAVEN LN
210	282018000000049	4613 CHANDLER RD
211	272001000000030	6034 PLYMOUTH SORRENTO RD
212	282006000000008	6303 PLYMOUTH SORRENTO RD
213	282005733400040	6971 SWAIN RD
214	282016603000140	31 OAK HOLLOW DR
215	282016603000110	24 OAK HOLLOW DR
216	272012000000089	3305 W KELLY PARK RD
217	282021823900450	202 SPRING HOLLOW BLVD
218	282018000000121	4617 PLYMOUTH SORRENTO RD
219	282010000000028	BAPTIST CAMP RD
220	282027000000082	380 E PONKAN RD
221	282027000000028	2755 VALERIE AVE
222	282022000000012	155 TRAILER HAVEN LN
223	282021823900080	117 SPRING HOLLOW BLVD
224	282021823900270	536 SPRING HOLLOW BLVD
225	282007000000024	5430 FOLIAGE WAY
226	282018000000031	2126 W KELLY PARK RD
227	282021823900720	3449 WESTFORD DR
228	282021823900700	3433 WESTFORD DR
229	282021003201010	3144 EVELYN SCOTT ST
230	272001000000051	6624 PLYMOUTH SORRENTO RD
231	282003000000019	HOLSTEIN RD
232	282007000000067	W KELLY PARK RD
233	282007897200150	2450 DOWMAN DR
234	272012000000036	5910 PLYMOUTH SORRENTO RD
235	272012000000035	5704 PLYMOUTH SORRENTO RD
236	272012000000082	5260 EFFIE DR
237	272012000000023	3239 W KELLY PARK RD
238	272001000000031	6022 PLYMOUTH SORRENTO RD
239	282008000000008	990 HAAS RD
240	282007000000016	2015 W KELLY PARK RD
241	282007000000072	HAAS RD
242	282006000000051	2695 BOCH RD
243	282006000000054	HAAS RD
244	282016000000015	612 W KELLY PARK RD
245	282015000000019	198 EARLS LN
246	282010000000003	5718 BAPTIST CAMP RD
247	282010000000015	5706 BAPTIST CAMP RD
248	282021823900500	3450 WESTFORD DR
249	282021823900490	3458 WESTFORD DR
250	282018000000015	4723 PLYMOUTH SORRENTO RD
251	282022000000007	163 TRAILER HAVEN LN
252	282022000000029	195 TRAILER HAVEN LN

COUNT	PARCEL ID	ADDRESS
469	272012000000081	5107 EFFIE DR
470	282021000000045	3178 RED BIRD RD
471	282027000000046	2929 JUNIOR AVE
472	272001000000046	6154 PLYMOUTH SORRENTO RD
473	282016603000120	15 OAK HOLLOW DR
474	282003000000014	6008 BAPTIST CAMP RD
475	282021823900230	517 SPRING HOLLOW BLVD
476	282021823900180	423 SPRING HOLLOW BLVD
477	282021823900330	438 SPRING HOLLOW BLVD
478	282005000000009	6850 SWAIN RD
479	282021823900460	116 SPRING HOLLOW BLVD
480	282021823900340	3412 JAYMARA PL
481	282021823900480	3466 WESTFORD DR
482	282010000000047	5734 BAPTIST CAMP RD
483	282010000000036	BAPTIST CAMP RD
484	282021003202020	3135 EVELYN SCOTT ST
485	272001000000014	6614 PLYMOUTH SORRENTO RD
486	272001000000024	6306 PLYMOUTH SORRENTO RD
487	282027000000038	2822 JUNIOR AVE
488	282018000000133	4765 PLYMOUTH SORRENTO RD
489	282018000000061	4509 CHANDLER RD
490	282018000000068	4618 CHANDLER RD
491	282027000000051	2708 VALERIE AVE
492	282007000000005	2610 HAAS RD
493	282006000000034	6651 PLYMOUTH SORRENTO RD
494	282027908200070	466 FAYE ST
495	282006000000002	6809 PLYMOUTH SORRENTO RD
496	282007000000001	2490 HAAS RD
497	282003000000016	6000 BAPTIST CAMP RD
498	282021000000025	3214 ROCK SPRINGS RD
499	282021823900540	3418 WESTFORD DR
500	282007000000023	5310 FOLIAGE WAY
501	282021823900220	509 SPRING HOLLOW BLVD
502	272012000000088	5103 EFFIE DR
503	282015000000027	196 EARLS LN
504	272022000000052	FRIENDLY AVE
505	272013000000007	3366 W KELLY PARK RD
506	282007000000036	2523 W KELLY PARK RD
507	282006000000063	HAAS RD
508	282006000000027	2115 HAAS RD
509	282006000000011	2701 HAAS RD
510	282021823900170	415 SPRING HOLLOW BLVD
511	282021823900150	329 SPRING HOLLOW BLVD
512	282021823900300	508 SPRING HOLLOW BLVD
513	282008000000039	726 HAAS RD
514	272012000000024	3119 W KELLY PARK RD
515	282010000000025	5730 BAPTIST CAMP RD
516	282010000000046	BAPTIST CAMP RD
517	282021823900690	3417 WESTFORD DR
518	282009760800162	E KELLY PARK RD
519	282008000000016	5403 FOLIAGE WAY
520	282027000000110	VALERIE AVE
521	282027000000022	2928 VALERIE AVE
522	282018000000074	4857 PLYMOUTH SORRENTO RD
523	282018000000069	4777 PLYMOUTH SORRENTO RD
524	282018000000058	W KELLY PARK RD
525	282027000000066	2721 JUNIOR AVE
526	282007897200140	2436 DOWMAN DR
527	272001000000020	6268 PLYMOUTH SORRENTO RD
528	272001000000021	6256 PLYMOUTH SORRENTO RD
529	272001000000025	3129 ONDICH RD
530	272001126600080	3574 ONDICH RD
531	282007000000063	DOWMAN DR

Orange County Fire Rescue
List of Parcels in Apopka FD Contract Area Without Available Water Supply
Exhibit D

COUNT	PARCEL ID	ADDRESS
253	272012000000043	3235 W KELLY PARK RD
254	282010000000033	BAPTIST CAMP RD
255	272001000000063	OAK LN
256	272001000000055	OAK LN
257	272001126600120	3544 ONDICH RD
258	282007000000055	2036 HAAS RD
259	282007897200001	DOWMAN DR
260	282003000000021	6024 BAPTIST CAMP RD
261	282009760800235	MT PLYMOUTH RD
262	282006000000031	6631 PLYMOUTH SORRENTO RD
263	282006000000067	PLYMOUTH SORRENTO RD
264	282006000000056	PLYMOUTH SORRENTO RD
265	282006000000001	6957 PLYMOUTH SORRENTO RD
266	282027000000035	2424 JUNIOR AVE
267	282006000000007	2525 BOCH RD
268	282006000000037	2403 BOCH RD
269	282006000000018	2415 BOCH RD
270	282006000000026	2487 BOCH RD
271	282006000000006	6741 PLYMOUTH SORRENTO RD
272	282006000000020	6721 PLYMOUTH SORRENTO RD
273	282027000000107	2519 JUNIOR AVE
274	282027000000043	2505 JUNIOR AVE
275	282027908200010	FAYE ST
276	282027908200030	410 FAYE ST
277	282027908200040	424 FAYE ST
278	282027908200050	438 FAYE ST
279	282027908200060	450 FAYE ST

COUNT	PARCEL ID	ADDRESS
532	282027000000118	JUNIOR AVE
533	282027000000071	2553 VALERIE AVE
534	282010000000019	5824 BAPTIST CAMP RD
535	282007000000065	2130 HAAS RD
536	282027000000064	208 FAYE ST
537	272001000000002	PLYMOUTH SORRENTO RD
538	282027000000050	2666 VALERIE AVE
539	282027000000093	ROCK SPRINGS RD
540	282007000000059	2120 HAAS RD
541	282021823900310	3490 WAGONER PKWY
542	272001000000049	6160 PLYMOUTH SORRENTO RD
543	282018000000070	4665 PLYMOUTH SORRENTO RD
544	282007000000061	5252 FOLIAGE WAY
545	282006000000003	6707 PLYMOUTH SORRENTO RD
546	282006000000010	6229 PLYMOUTH SORRENTO RD
547	272013000000045	4530 PLYMOUTH SORRENTO RD
548	272013000000014	PLYMOUTH SORRENTO RD
549	282018000000083	4519 PLYMOUTH SORRENTO RD
550	282018000000084	4525 PLYMOUTH SORRENTO RD
551	282018000000082	4543 PLYMOUTH SORRENTO RD
552	272013000000012	4520 PLYMOUTH SORRENTO RD
553	272013000000013	4508 PLYMOUTH SORRENTO RD
554	282018000000066	4501 PLYMOUTH SORRENTO RD
555	282018000000097	4531 PLYMOUTH SORRENTO RD
556	282018000000017	4549 PLYMOUTH SORRENTO RD
557	282018000000085	4507 PLYMOUTH SORRENTO RD

INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CITY OF APOPKA, FLORIDA

regarding

**THE PROVISION OF AUTOMATIC AID FOR
FIRE PROTECTION AND RESCUE SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement"), is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the "County"), and the **CITY OF APOPKA, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida located at 120 E Main Street, Apopka, Florida 32703 (the "City"). The County and the City may be referred to herein individually as "party" or collectively as "parties."

RECITALS

WHEREAS, the County and the City have established and maintain Fire Departments with firefighting equipment, emergency medical equipment, and firefighting personnel; and

WHEREAS, the boundaries of the County and the City 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, in consideration of the mutual promises, covenants, and conditions set forth, the parties agree as follows:

Section 1. Recitals Incorporated. The foregoing recitals are true and correct and are incorporated as part of this Agreement.

Section 2. **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.

Section 3. **Automatic Aid Assistance.**

A. Automatic Aid assistance shall be based on a mutually agreed to 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.

B. The Responding Party's response shall be in proportion to the amount and type of equipment/apparatus operated by the Receiving Party in its typical response to such an emergency.

Section 4. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes (\$200,000 per individual / \$300,000 per occurrence) or as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

Section 5. **No Reimbursement.** Neither the County nor the City 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.

Section 6. **Term.** This Agreement begins on the date of full execution by both parties and shall continue into perpetuity until and unless it is affirmatively terminated by one party's

provision to the other party of its ninety (90) days' written notice of intent to terminate this Agreement.

Section 7. Survival.

- C. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification provision, shall survive the expiration, cancellation, or termination of this Agreement.
- D. The provisions of this Agreement shall survive as they are applicable to the Interlocal Agreement between Orange County, Florida and the City of Apopka regarding the City of Apopka's Provision of Fire Protection, Rescue, and Auto-Aid Services for the Areas of Unincorporated Orange County, Florida that are Currently Served and/or Supported by Fire Station 29 (the "Fire Station 29 Agreement") so long as the Fire Station 29 Agreement is in effect.

Section 8. Miscellaneous Provisions.

- A. **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 the emergency has been terminated, or until an officer from the Receiving Party arrives and scene control is properly transferred. The Responding and Receiving Parties shall utilize 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 shall 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 the County and Apopka.
- C. **Operational Plan.** The fire 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 Apopka Fire Chief.
- D. **Conflict Resolution.** Any disputes arising from this Agreement shall be resolved by the Orange County Fire Chief and the Apopka Fire Chief or their duly authorized representatives.
- E. **Training.** The County and the City agree to conduct a minimum of three (3) hours of joint fire service training and at least quarterly as required by the Insurance Service Office (ISO).

F. **Liability.** Neither party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

G. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

Orange County, Florida and City of Apopka
Automatic Aid Agreement

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: Orange County Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor
tu

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

Date: SEP 11 2018

CITY OF APOPKA, FLORIDA

By: City of Apopka City Council

By: *Bryan Nelson*
Bryan Nelson, Mayor

ATTEST:

By: *Linda F. Goff*
Linda F. Goff, City Clerk

Date: 8/20/18

INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CITY OF APOPKA, FLORIDA

regarding

**THE PROVISION OF MUTUAL AID FOR
FIRE PROTECTION AND RESCUE SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement"), is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the "County"), and the **CITY OF APOPKA, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida located at 120 E Main Street, Apopka, Florida 32703 (the "City"). The County and the City may be referred to herein individually as "party" or collectively as "parties."

RECITALS

WHEREAS, the City and County have established and maintain Fire Departments with firefighting equipment, emergency medical equipment and firefighting personnel; and

WHEREAS, the boundaries of County and City are adjacent; and

WHEREAS, the parties deem it desirable that an agreement be entered into for their mutual benefit 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 shall assist the other under the following stipulations, provisions and conditions:

Section 1. Recitals Incorporated. The foregoing recitals are true and correct and are incorporated as part of this Agreement.

Section 2. Definitions. For the purpose of this Agreement, the following definitions shall apply.

A. *Mutual Aid.* Mutual Aid is defined as a catastrophic event, manmade or natural, that because of the magnitude of the event, poses a hardship on the ability of the jurisdiction having authority to respond with adequate services, (eg: hurricanes, tornadoes, large structural fires,

mass casualty incidents.) Mutual Aid shall not include ordinary events for which the responsible jurisdiction has determined it will not obtain adequate equipment and/or support.

B. *Requesting Party.* The Requesting Party is the jurisdiction having the authority and responsibility to respond to the disaster for which Mutual Aid is being sought.

C. *Responding Party.* The Responding Party is the jurisdiction being contacted by the Requesting Party to provide Mutual Aid assistance.

Section 3. Mutual Aid and Assistance.

A. Mutual Aid assistance shall be requested by the Fire Chief of the Requesting Party or his designee, to the Fire Chief of the Responding Party or his designee. The request shall be initiated through the Fire Department dispatch office.

B. If available, equipment shall be dispatched as requested by the Requesting Party. The number of such pieces and the amount of personnel dispatched shall be at the sole discretion of the Responding Party.

C. Notwithstanding any provision of the 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 4. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes (\$200,000 per individual / \$300,000 per occurrence) or as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

Section 5. No Reimbursement. Neither the County nor the City 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.

Section 6. Term. This Agreement begins on the date of full execution by both parties and shall continue into perpetuity until and unless it is affirmatively terminated by one party's provision to the other party of its ninety (90) days' written notice of intent to terminate this Agreement.

Section 7. **Survival.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification provision, shall survive the expiration, cancellation, or termination of this Agreement.

Section 8. **Miscellaneous.**

A. **Officer in Charge, Service Standard.** While providing Mutual 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 for the Requesting Party. The Requesting Party shall utilize National Fire Protection Standard 1500 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 shall be a breach of this Agreement.

B. **Application of Agreement.** This Agreement shall apply only to emergencies existing within the areas of protection of the County and the City.

C. **Liability.** Neither party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

D. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

Orange County, Florida and City of Apopka
Mutual Aid Agreement

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: Orange County Board of County Commissioners

By: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Kate Smith*

Deputy Clerk

Date: SEP 11 2018

CITY OF APOPKA, FLORIDA

By: City of Apopka City Council

By: *Bryan Nelson*

Bryan Nelson, Mayor

ATTEST:

By: *Linda F. Goff*

Linda F. Goff, City Clerk

Date: 8/20/18