

**AUTOMATIC AID
INTERLOCAL AGREEMENT**

THIS AGREEMENT is made and entered into this 22 day of January, 2009, by and between the City of Auburndale (hereinafter "City"), and Polk County, a political subdivision of the State of Florida (hereinafter "County"), by its Board of County Commissioners for its Public Safety Department, who agree as follows:

WHEREAS, the parties presently maintain and operate public safety departments with firefighting, rescue, and emergency medical equipment with associated personnel; and

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party in times of emergency too great to deal with unassisted; in those situations in which one party may not be able to most expeditiously respond due to commitments at the time at another particular incident or event; or in those situations where the location of the particular incident or event in relation to the responding unit is most efficiently accomplished by the other responding unit; and

WHEREAS, this Agreement is for the benefit of the general public so that, via cooperative effort, the parties may make the most efficient use of their resources and is authorized by and entered into pursuant to chapter 163, Florida Statutes, and other applicable law.

NOW THEREFORE, it is agreed by and between the parties hereto that each party agrees to assist the other party pursuant to the following stipulations, provisions and conditions:

Section 1. Purpose and intent of agreement

The parties agree to provide for reciprocal aid and assistance by providing fire, rescue, and first responder medical services in the event of an emergency too great to deal with unassisted; in those situations in which one party may not be able to expeditiously respond due to another commitment at the time of a particular incident or event; or in those situations in which one party may more expeditiously respond due to the location of the particular incident or event in relation to the responding unit. The parties agree to provide such reciprocal assistance on a joint response/automatic aid basis and that they will utilize the units nearest to the incident based upon availability. When providing fire, rescue, and first responder medical services in the geographic area of the other party, the parties agree to provide a level of service which is substantially similar or equal to that which they provide in their own geographic area. Acceptance of an emergency call shall be communicated between the parties. In the event both the City and the County respond to the same incident, command will be shared at the scene of the incident until such time as one party vacates the scene of the incident.

The intent of this Agreement is to provide the most efficient life saving and property protection services to the citizens of the City and of the County. This Agreement is not intended and shall not

be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement.

Section 2. Duties and levels of service

(A) No department, officer or employee of the parties to this Agreement shall perform any function or service not within the scope of the duties of such department, officer or employee as would occur in its respective primary jurisdiction.

(B) The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel, as well as the command and control of their personnel and equipment shall remain with each party to this Agreement.

(C) Disputes or disagreements as to the level of services and standards of performance requested of a party shall be reported by the complaining party to the Fire Chief of the party which provided the service or took the action from which the complaint arose.

(D) The decision of the Fire Chief of each party shall be final and conclusive as to the level of services rendered or standards of performance observed by that party's personnel.

(E) During the term of this Agreement, both parties shall provide reciprocal assistance on a joint response/automatic aid basis in the area of the City and County described in Exhibit A, attached hereto and incorporated by reference.

Section 3. Employee status

Persons employed by the City or County, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

Section 4. Liabilities and responsibilities of parties

(A) Nothing herein shall be construed as a waiver of sovereign immunity on the part of either party to this Agreement.

(B) No party hereto or its respective officers or employees shall assume any liability for the acts, omissions, or negligence of the other party or its respective officers or employees.

(C) All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules,

and all pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers or employees of a party when performing their respective functions within the territorial limits for their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially when accomplished pursuant to this Agreement.

(D) 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.

(E) All costs associated with the operation of equipment and supplies shall be the responsibility of the responding party unless otherwise agreed upon in writing, as between the parties.

(F) All costs associated with the compensation and benefits for personnel shall be borne by the party employing said personnel unless otherwise agreed upon in writing, as between the parties.

(G) This Agreement is for fire services, first responder medical services and rescue services only and shall not be construed in any way to include the sharing of any code or ordinance enforcement authority or responsibility vested in the respective parties.

Section 5. Resolution of disputes

In the event of a dispute or disagreement with regard to the terms of this Agreement that goes unresolved as between the respective Fire Chiefs, each party agrees to bear its own attorney's fees and costs incurred in connection with any and all administrative or judicial proceedings that may occur.

Section 6. Term of agreement

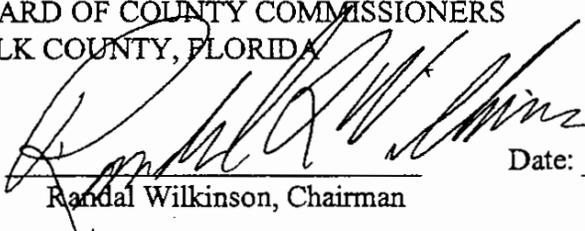
The term of this Agreement shall begin on January 1, 2003, or on the date of execution by both parties, and shall remain in effect until September 30, 2008. However, either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party. Any notice or correspondence required under this Agreement shall be provided in writing to the other party's Fire Chief at the following address:

Polk County Fire Chief Doug Lewis
P.O. Box 1458
Bartow, Florida 33831

Auburndale Fire Chief Samuel P. Efurd
100 Ariana Ave.
Auburndale, Florida 33823

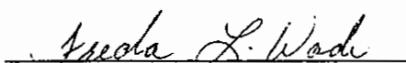
IN WITNESS WHEREOF, the parties have set their hands and seals on the day, month and year above written.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

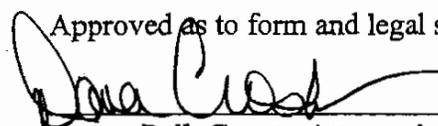
By: 
Randal Wilkinson, Chairman

Date: 1/22/03

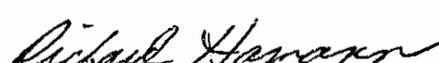
ATTEST:

By: 
Ayuda L. Wade
Deputy Clerk

Approved as to form and legal sufficiency


Polk County Attorney's Office

CITY OF AUBURNDALE, FLORIDA

By: 
Richard Hamann, Mayor

Date: 12-16-02

ATTEST:

By: 
Shirley Lowrance, Clerk

Approved as to form and legal sufficiency

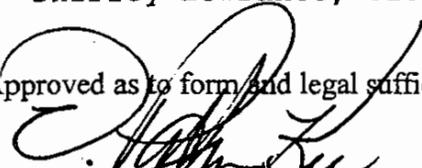

Auburndale City Attorney
V. Patton Kee



Exhibit "A"

FY 02-03

Auburndale

7520 7521 7522 7523 7524 7525 7526 7527 7528 7529 7532 7533 7534 7535 7536 8501
8502 8503 8504 8505 8508 8509 8510 8511 8512 8513 8514 8515 8516 8517

In some cases, grids may overlap another municipality. Only the portion in unincorporated Polk County is used for the purposes of this agreement.

BoCC 1-22-03
Consent XI.A.4

CHECKLIST FINANCE AND ACCOUNTING TO BoCC

Name of Contractor: Polk County Fire Services

Project Name: Automatic Aid Interlocal Agreement with City of Auburndale

BoCC Date: January 22, 2003
~~December 13, 2002~~ Person Completing: Chief Douglas Lewis
BDM

**ALL CONTRACTS, CSA'S OR SUPPLEMENTS TO BE APPROVED BY BOARD
MUST HAVE THIS COMPLETED CHECKLIST ATTACHED**

All exhibits and/or attachments referenced in contract are included with contract.

If insurance and/or performance bond(s) is required, the Certificate of Insurance or Bond is attached to contract.

Liquidated Damages are provided for in the contract, if applicable. THIS IS BOARD POLICY.

The contract agrees with all back-up and agenda materials.

The contract is in compliance with Section 287.133(2)(b), Florida Statutes, with respect to public entity crimes.

If the contract is a CSA or supplement to a Master Contract, be sure the CSA or supplement number is correct. (Call Martha Crews at 6502 for number.)

Not-to-exceed contracts must have an hourly rate schedule as part of the contract.

On CSA's or supplements, the professional hourly rate fee schedule must match the Master Contract.

The County's standard Reimbursable Cost Schedule, if applicable, is attached.

Checked by Risk Management.

Checked by County Attorney's Office (initialed by attorney).

**THE ORIGINAL CONTRACT (INCLUDING THIS CHECKLIST AND ALL EXHIBITS/ATTACHMENTS) MUST
BE IN THE HANDS OF THE CLERK AT LEAST TWO DAYS PRIOR TO THE BOARD MEETING**

Date received by Clerk's Office: 12-26-02

Number of originals received: 3

Revised: 10/00
County Attorney

DEC 19 2002-19054
2-1886

1/13 3 Copies - BDM