

**MUTUAL AID AGREEMENT**  
**for**  
**FIRE PROTECTION AND RESCUE SERVICES**  
**Between**  
**ORANGE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA**

**THIS AGREEMENT** is by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (hereinafter referred to as "County"), and **CITY OF MOUNT DORA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "City").

**WITNESSETH**

**WHEREAS**, City and County 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 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:

**1. DEFINITIONS.**

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

A. Mutual Aid: Mutual Aid is defined as a request for assistance and response by another jurisdiction for apparatus, equipment, and/or personnel due to 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 (e.g., hurricane, 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.

## **2. MUTUAL AID ASSISTANCE.**

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 Communications Center.

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.

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.

## **3. LIABILITY/INDEMNIFICATION.**

County and City do not assume any liability for the acts, omissions or negligence of the other. Each party shall, to the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes (2024), indemnify and hold the other harmless from all claims, damages, losses and expenses (including attorney 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 County nor 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 the Federal Emergency Management Agency (FEMA) or any other state or federal reimbursement programs.

**5. TERM.**

This Agreement shall have an initial term of five (5) years and shall automatically renew for successive one (1) year periods unless either party provides at least ninety (90) days written notice of their intent to cancel this Agreement.

**6. NOTICES.**

All notices required to be given hereunder shall be in writing and shall be deemed given and received in the following circumstances: (1) when personally delivered by hand; (2) three business days after being deposited in the United States Mail, postage prepaid, certified or registered; (3) the next business day after being deposited with a recognized overnight mail courier delivery service; (4) when sent by electronic mail; or (5) when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission. All notices hereunder shall be addressed as follows (or to such other official or at such other address, of which either party hereto shall subsequently give written notice as provided herein):

If to County: ATTN: Fire Chief  
6590 Amory Court  
Winter Park, FL 32789  
407-836-9112

If to City: City of Mount Dora  
ATTN: Fire Chief  
1300 N. Donnelly Street  
Mount Dora, FL 32757

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. Either party may change its designated official or address for receipt of notice by giving notice of such change to the other party in the manner provided in this section.

**7. 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.

**8. AMENDMENT.**

This Interlocal Agreement shall constitute the entire agreement between the Parties and may be modified in writing only by mutual agreement of both Parties. The Parties agree that this Interlocal Agreement may be amended by an affirmative vote of each local government adopting an amendment.



**9. DISPUTE RESOLUTION AND APPLICABLE LAW.**

The Parties agree that any disputes, disagreements, or differences arising under this Agreement shall first be addressed through good-faith discussions between the respective Fire Chiefs. The Parties shall make all reasonable efforts to resolve such matters amicably through direct communication and collaboration.

This Interlocal Agreement shall be construed, interpreted and controlled by and in accordance with the laws of the State of Florida and any litigation relating to said Interlocal Agreement shall be commenced and conducted in the 9th Judicial Circuit serving Orange County or the Middle District, U.S. District Court.

**10. SEVERABILITY.**

If any provisions of this Interlocal Agreement shall be declared invalid or unenforceable, the remainder of the Interlocal Agreement shall continue in full force and effect.

**11. 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

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Deputy Clerk

Date: \_\_\_\_\_

**CITY OF MOUNT DORA**

By: \_\_\_\_\_

James L. Homich  
Mayor

Date: \_\_\_\_\_

5/6/25

**ATTEST:**

By: \_\_\_\_\_

Jeanann Hand  
City Clerk

Date: \_\_\_\_\_

5/6/25