



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-801, **Version:** 1

Interoffice Memorandum

DATE: May 8, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Daniel P. Banks, Deputy County Administrator

FROM: Kimberly Buffkin, Division Chief

CONTACT: Kimberly Buffkin, Division Chief

PHONE: 407 836-9004

DIVISION: Planning and Technical Services Division

ACTION REQUESTED:

Approval and execution of Mutual Aid Agreement for Fire Protection and Rescue Services Between Orange County, Florida and City of Mount Dora, Florida. **(Planning and Technical Services Division)**

PROJECT: Mutual Aid Agreement for Fire Protection and Rescue Services with the City of Mount Dora

PURPOSE: Orange County Fire Rescue maintains Mutual Aid Agreements with various municipalities throughout Central Florida. The agreements provide fire protection and emergency medical services to areas of the county near city/county borders allowing neighboring resources to respond to calls as needed. As a result, communities benefit overall with additional resources being available. This agreement with the City of Mount Dora will assist with calls for service in the northwest area of the county serving communities in Zellwood, Mount Dora, Tangerine, and North Apopka. The agreement has been reviewed by the participating agencies, as well as the County Attorney's Office.

BUDGET: N/A

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.

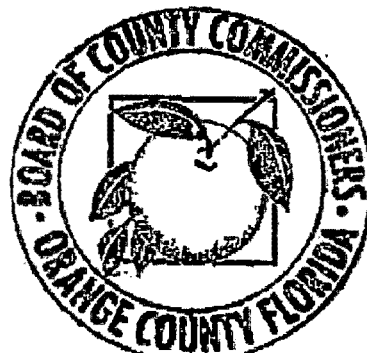
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: June 3, 2025

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

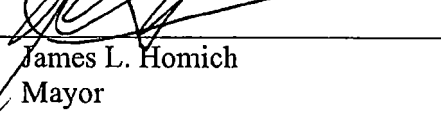
By: *Phil Diamond*



~~for~~ Deputy Clerk

Date: June 3, 2025

CITY OF MOUNT DORA

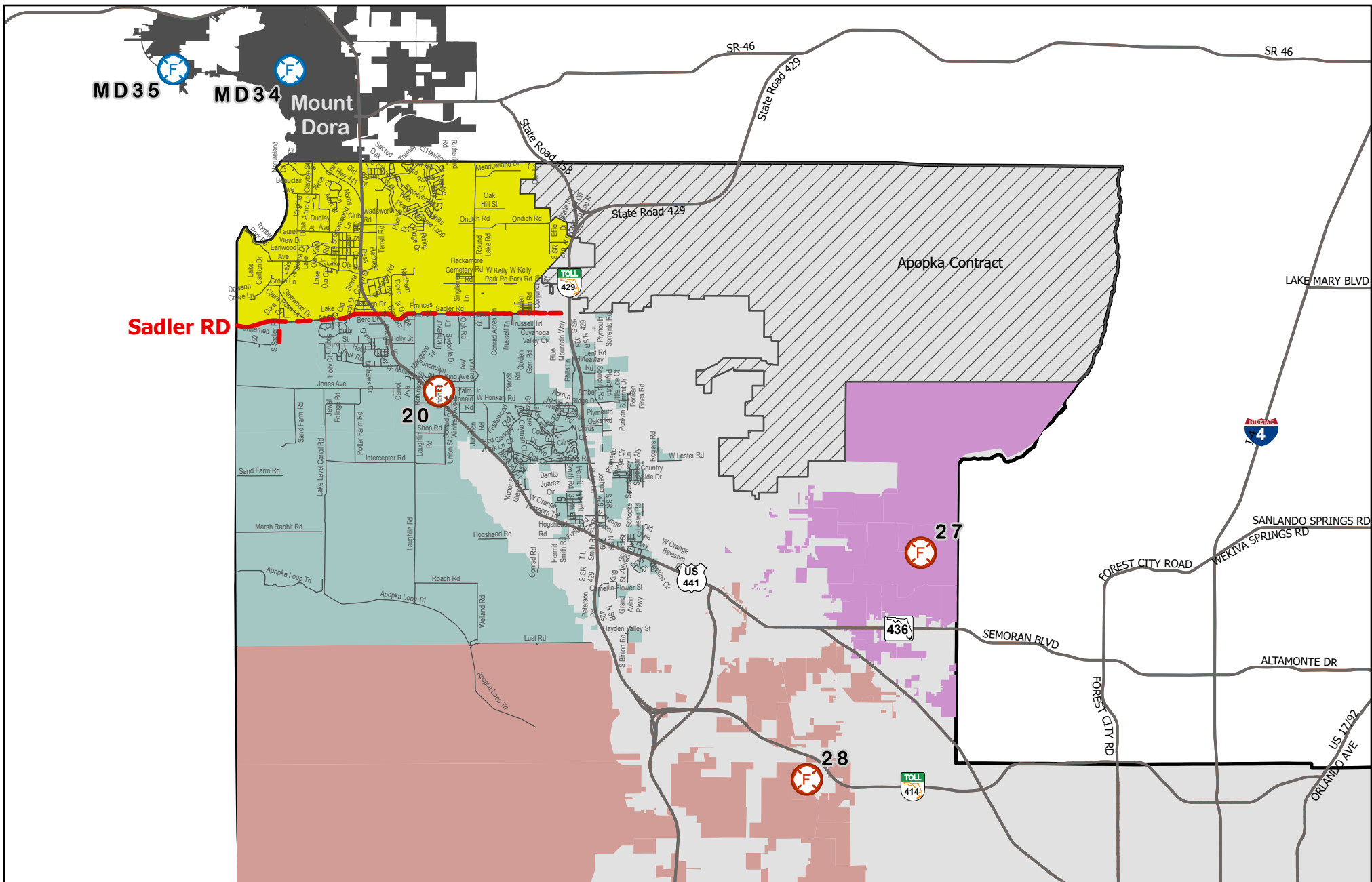
By: 
James L. Homich
Mayor

Date: 5/6/25


ATTEST:

By: 
Jeanann Hand
City Clerk

Date: 5/6/25



Fire Stations

 Out of County

— Streets



First Due

OCFR 20

OCER 27

OCFR 28

 Mount Dora Mutual Aid



Mount Dora Mutual Aid



0 0.75 1.5 3 Miles