

DRAFT

**MUTUAL AID AGREEMENT
for
FIRE PROTECTION AND RESCUE SERVICES
between
ORANGE COUNTY, FLORIDA AND _____, 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 County”) and _____, a political subdivision existing under the laws of the State of Florida (hereinafter referred to as “_____”).

WITNESSETH

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

WHEREAS, the boundaries of Orange County and _____ 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 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: 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 dispatch office.

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

Orange County and _____ 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 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 County nor _____ 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

This 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

(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 Orange County and _____.

(c) Conflict Resolution – Any disputes arising from this Agreement shall be resolved by the Orange County Fire Chief and the _____ 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.

DRAFT

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: _____
XXXXXX
Orange County Chairman

Date: _____

ATTEST: _____, County Comptroller
As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

_____, FLORIDA

By: _____

Title: _____

Date: _____

ATTEST:

Deputy Clerk