

**CITY OF MARATHON, FLORIDA
RESOLUTION 2010-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE MUTUAL AID MEMORANDUM OF UNDERSTANDING FOR FIRE AND EMERGENCY SERVICES ASSISTANCE BETWEEN THE CITY OF MARATHON AND MONROE COUNTY; AUTHORIZING THE ACTING MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") and Monroe County (the "County") desire to augment fire and emergency services available in their respective jurisdictions in the event of large fires or unusual emergency incidents; and

WHEREAS, the City deems it to be desirable, sound, practical and beneficial for the City and County to render assistance to one another in accordance with the terms set forth in the attached Memorandum of Understanding (the "MOU").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

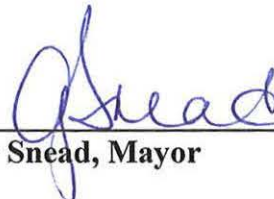
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves the MOU for mutual fire and emergency aid attached as Exhibit "A," together with such non-material changes as may be acceptable to the Acting City Manager and approved as to form and legality by the City Attorney. The Acting City Manager is authorized to execute the MOU on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 12th day of January, 2010.

THE CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

AYES: Cinque, Keating, Ramsay, Worthington, Snead
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**



City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

City of Marathon,

AND

MONROE COUNTY

MUTUAL FIRE AND EMERGENCY SERVICES ASSISTANCE AGREEMENT

This Agreement, made and entered into this 17th day of March, 2010, by and between Monroe County (COUNTY), a political subdivision of the State of Florida, and City of Marathon (MUNICIPALITY), a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, each of the parties maintains equipment and personnel for the suppression of fires and emergency rescues within its own jurisdiction and areas; and

WHEREAS, the parties desire to augment fire and emergency services available in their respective jurisdictions in the event of large fires or unusual emergency incidents; and

WHEREAS, the lands or districts of the parties are adjacent or contiguous so that mutual assistance in a fire or rescue emergency is deemed feasible; and

WHEREAS, it is the policy of the Municipality and the County to conclude such agreements where practicable; and

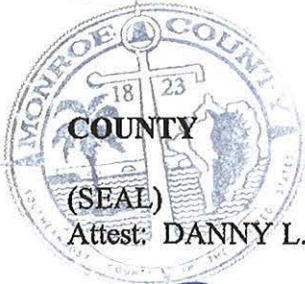
WHEREAS, it is deemed by the parties to be sound, desirable, practicable, and beneficial to render assistance to one another in accordance with these terms:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Whenever it is deemed advisable by the authorized Senior Officer of a fire department of a party to this Agreement to request firefighting or rescue assistance under the terms of this Agreement, the authorized Senior Fire Officer on duty of the fire department receiving the request shall forthwith take the following action:
 - a. Immediately determine if apparatus and personnel can be spared in response to the call.
 - b. Determine what apparatus and personnel might most effectively be dispatched.
 - c. Determine the mission to be assigned in accordance with the detailed plans and procedures of operations drawn in accordance with this Agreement by the technical head of fire departments involved.
 - d. Forthwith dispatch such apparatus and personnel as, in the judgment of the Senior Fire Officer receiving the call, should be sent in accordance with the terms of this agreement.
2. While the rendering of assistance under the terms of this Agreement shall not be mandatory, the party receiving the request for assistance should immediately inform the requesting service if service cannot be rendered. A failure to inform or failure to render assistance shall not be considered a negligent act.
3. The parties agree that neither is the agent of the other. Each party is responsible for any acts of negligence by its agents or employees.
4. All services performed under this Agreement shall be rendered without reimbursement to either party.

5. The Chief Fire Officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization consistent with local security requirements and conduct joint pre-incident planning, inspections, training, and drills.
6. This Agreement shall become effective upon the date hereof and shall be ongoing unless written notice is given by either party to terminate the agreement.
7. This Agreement constitutes the entire agreement between the parties; it may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written above.



Attest: DANNY L. KOLHAGE, CLERK

By: *Janet Hancock*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *Sylvia J. Murphy*
Mayor/Chairman

MUNICIPALITY

City of Marathon
(Type name of municipality)

(CORPORATE SEAL)

Attest: *Diane Clavier*

By: *Diane Clavier*
Title: Clerk

By: *P. J. Murphy*

Title: Acting City Manager

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 3-1-2010

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 8-10-09