

**CITY OF MARATHON, FLORIDA
RESOLUTION 2015-111**

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 THE CITY OF KEY WEST; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Marathon and the City of Key West (collectively, referred to as 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 City deems it to be desirable, sound, practical and beneficial for the Parties 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 City Manager and approved as to form and legality by the City Attorney. The 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 22nd day of September, 2015.

THE CITY OF MARATHON, FLORIDA



Vice Mayor Senmartin

AYES: Keating, Zieg, Senmartin
NOES: None
ABSENT: Kelly, Bull
ABSTAIN: None



Diane Clavier
City Clerk

(City Seal)

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



David Migut, City Attorney

MUTUAL AID AGREEMENT FOR FIRE RESCUE AND EMERGENCY SERVICES

By and Between

THE CITY OF MARATHON, FLORIDA

And

THE CITY OF KEY WEST, FLORIDA

This Mutual Aid Agreement ("Agreement") is made and entered into this 7th day of October, 2015, by and between The City of Marathon, a municipal corporation organized under the laws of the State of Florida, and the City of Key West, Florida, a municipal corporation organized under the laws of the State of Florida (collectively, referred to as the "Parties").

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, it is the policy of the City of Marathon and City of Key West 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 party to this Agreement to request firefighting or rescue assistance from the other party under the terms of this Agreement, the authorized Senior Officer on duty for the party receiving the request shall 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. Dispatch such apparatus and personnel as, in the judgment of the Senior 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 party if service cannot be rendered. A failure to inform or failure to render assistance shall not be considered a negligent act.

3. The Parties are subdivisions as defined in section 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.
4. All services performed under this Agreement shall be rendered without reimbursement to either party. Each party agrees to furnish necessary equipment, resources and facilities and to render services to each other party to the Agreement as set forth above; provided however, that no party shall be required to unreasonably deplete its own equipment, resources, facilities, and services in furnishing such mutual aid.
5. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pensions, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent which engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.
6. The Chief Officers and personnel of the 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. The technical heads of the Parties to this Agreement are authorized and encouraged to draft any Standard Operating Procedures necessary to effect this Agreement.
7. This Agreement shall become effective as provided in paragraph 10 of this Agreement and shall remain in effect until terminated by any party or superseded by a new Agreement. This Agreement may be terminated by any party after providing a minimum of thirty (30) days' written notice of intent to terminate said Agreement.
8. Notice: Any notices required to be given under this Agreement shall be delivered by first class U.S. mail as follows:

9. For the City of Marathon: City of Marathon Fire Rescue
8900 Overseas Highway
Marathon, FL 33050
Telephone: (305) 743-5266

With a copy to: Marathon City Attorney
9805 Overseas Highway
Marathon, FL 33050
Telephone: (305) 289-4103

Facsimile: (305) 289-4123

For the City of Key West:

Key West Fire Chief David Fraga
1600 North Roosevelt Blvd.
Key West, FL 33040
Telephone: (305) 809-3939
Facsimile: (305) 293-8399

With a copy to:

Key West Attorney's Office
P.O. Box 1409
Key West, FL 33040
Telephone: (305) 809-3770
Facsimile: (305) 809-3771

- 10. This Agreement constitutes the entire agreement between the Parties, and may be amended only in writing signed by the Parties. This Agreement shall take effect immediately upon execution by the last of the Parties signing below. Each of the signatories to this Agreement attests that he/she is authorized to enter into this Agreement on behalf of his or her governing body or corporate board.

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

Attest: Diane Clavier, Clerk

CITY OF MARATHON

By: Diane Clavier

By: Michael H. Puto

City Clerk

Michael H. Puto, City Manager

Attest: Cheri Smith, Clerk

THE CITY OF KEY WEST, FLORIDA

By: Cheri Smith

By: JKS

City Clerk

Jim Scholl, City Manager

