



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

To: Jim Scholl, City Manager

Copy: Sarah Hannah-Spurlock, Assistant City Manager

From: Michael Davila, Division Chief of Operations, KWFD

Date: March 3, 2015

Reference: Memorandum of Understanding, City and Monroe County Fire Departments

Background:

The Key West Fire Department and the Monroe County Fire Department have a Memorandum of Understanding, MOU, regarding mutual aid in times of emergencies. This is done to protect the citizens and property of both communities. The most recent MOU expired on March 17th, 2014 and needs to be renewed. This proposed MOU has been reviewed by both the City and County staff.

Action Statement:

The City of Key West Fire Department is prepared to respond to emergencies within our community. Occasionally emergencies exceed our capabilities and the fire department requests assistance from our neighbors, the Monroe County Fire Department[MD1]. We also provide assistance to them in their times of need.

Pursuant to Section 768.28, Florida Statutes, each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees with respect to any suit or claim for damages resulting from any and all negligent acts, omissions, or negligent conduct of such party's own employees occurring while engaging in rendering such aid pursuant to this Agreement, to hold harmless, defend and indemnify the other participating party and its appointees or employees, when applicable, provided such party shall have control of the defense of any suit or claim to which said duty to indemnify applies.

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.

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Financial Impact:

There is no direct funding involved.

Recommendation:

Approval of the MOU by City Commission to take effect upon execution by the City Manager.

This Agreement shall become effective upon the date of execution and shall remain in effect until terminated by any party or superseded by a new Agreement. This Agreement may be cancelled by any party after providing a minimum of thirty (30) days' written notice of intent to cancel said Agreement.

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