

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 _____ day of _____, 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.

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: _____

By: _____

City Clerk

Michael H. Puto, City Manager

Attest: Cheri Smith, Clerk

THE CITY OF KEY WEST, FLORIDA

By: _____

By: _____

Deputy Clerk

Jim Scholl, City Manager