

**MUTUAL AID AGREEMENT FOR FIRE RESCUE AND EMERGENCY SERVICES
By and Between**

MONROE COUNTY, 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 Monroe County, a political subdivision of the State of Florida ("County"), 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, 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 County 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 under the terms of this Agreement, the authorized Senior Officer on duty 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 heads of Parties involved.
 - d. Forthwith 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 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 no party is the agent of the other. Each party is responsible for any acts of negligence by its agents or employees. Each party to this Agreement waives any and all claims against the other party for compensation for any loss, damage to property, personal injury, and death occurring in consequence of the performance of this Agreement. Subject to and without waiving the provisions of 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.
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 deplete unreasonably 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. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.
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 upon the date hereof 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.
8. Notice: Any notices required to be given under this Agreement shall be delivered by first class U.S. mail as follows:

For Monroe County: Monroe County Fire Chief James Callahan
490 63rd St. Ocean
Marathon, FL 33050
Telephone: (305) 292-3470
Facsimile: (305) 289-6007

With a copy to: Monroe County Attorney's Office
1111 12th St. Suite 408
Key West, FL 33040
Telephone: (305) 292-3470
Facsimile: (305) 292-3516

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
3128 Flagler Ave.
Key West, FL 33040
Telephone: (305) 809-3770
Facsimile: (305) 8093771

9. 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: Amy Heavilin, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____

By: _____

Deputy Clerk

Danny L. Kolhage, Mayor/Chairman

Attest: Cheri Smith, Clerk

THE CITY OF KEY WEST, FLORIDA

By: _____

By: _____

Deputy Clerk

Craig Cates, Mayor