RESOLUTION NO. 14-09-62

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE MUTUAL AID AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS, KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT, KEY LARGO VOLUNTEER AMBULANCE CORPS AND KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC. TO PROVIDE MUTUAL FIRE AND EMERGENCY SERVICES ASSISTANCE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”), Key Largo Fire Rescue and Emergency Medical Services District, Key Largo Volunteer Ambulance Corps, Key Largo Volunteer Fire Department Inc. all maintain equipment and personnel for suppression of fires and emergency rescues within their respective jurisdictions and areas; and

WHEREAS, the Village has requested that the aforementioned entities enter into a Mutual Aid Agreement to provide Mutual Aid Fire and Emergency Services Assistance between the respective jurisdictions (the “Agreement”); and

WHEREAS, the intent of the Agreement is to render firefighting or rescue assistance when required in accordance with the terms agreed upon therein; and

WHEREAS, Key Largo Fire Rescue and Emergency Medical Services District, Key Largo Volunteer Ambulance Corps and Key Largo Volunteer Fire Department Inc. desire to provide the mutual aid services described in the Agreement; and

WHEREAS, the Village Council finds that approval of the Agreement between Key Largo Fire Rescue and Emergency Medical Services District, Key Largo Volunteer Ambulance Corps, Key Largo Volunteer Fire Department Inc. and the Village, as set forth in Exhibit “A”
attached hereto, is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ASfollows:

Section 1.  Recitals.   The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2.  Approval of Agreement.   The Village Council of Islamorada, Village of Islands, hereby approves the Agreement between the Village and Key Largo Fire Rescue and Emergency Medical Services District, Key Largo Volunteer Ambulance Corps, Key Largo Volunteer Fire Department Inc. to provide Mutual Aid Fire and Emergency Services Assistance, a copy of which is attached as Exhibit “A” hereto, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3.  Authorization of Village Officials.   The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4.  Authorization of Fund Expenditure.   Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5.  Execution of Agreement.   The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any
extensions and/or amendments to the Agreement, subject to the approval as to form and legality
by the Village Attorney.

Section 6. Effective Date. This resolution shall be effective immediately upon its adoption.

Motion to adopt by Vice Mayor Deb Gillis, seconded by Councilman Dave Purdo.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Ted Blackburn YES
Vice Mayor Deb Gillis YES
Councilman Mike Forster YES
Councilman Ken Philipson YES
Councilman Dave Purdo YES

PASSED AND ADOPTED this 11TH day of September, 2014.

TED BLACKBURN, MAYOR

ATTEST:

KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY

ROGET V. BRYAN, VILLAGE ATTORNEY
MUTUAL AID AGREEMENT
For
FIRE PROTECTION AND RESCUE SERVICES
Between
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
AND
KEY LARGO FIRE RESCUE AND
EMERGENCY MEDICAL SERVICES DISTRICT
AND
KEY LARGO VOLUNTEER AMBULANCE CORPS.
AND
KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC.

THIS AGREEMENT is by and between ISLAMORADA, VILLAGE OF ISLANDS, a political subdivision existing under the laws of the State of Florida (hereinafter referred to as “the Village”), KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT (hereinafter referred to as “the District”), KEY LARGO VOLUNTEER AMBULANCE CORPS., and KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC.

WITNESSETH

WHEREAS, the District and the Village have established and maintain Fire Departments with firefighting equipment, emergency medical equipment and firefighting personnel; and

WHEREAS, the boundaries of the Village and the District are adjacent, and

WHEREAS, the parties deem it desirable that an agreement be entered into for their mutual benefit in times of emergency or disaster too great to be dealt with unassisted.

NOW, THEREFORE, it is agreed by and between the parties hereto that each shall assist the other under the following stipulations, provisions and conditions:

1. DEFINITIONS:
For the purpose of this Agreement, the following definitions shall apply.

A. Mutual Aid: Mutual Aid is defined as a catastrophic event, manmade or natural, that because of the magnitude of the event, poses a hardship on the ability of the jurisdiction having authority to respond with adequate services, (e.g.: hurricanes, tornadoes, large structural fires, mass casualty incidents.) Mutual Aid shall not include ordinary events for which the responsible jurisdiction has determined it will not obtain adequate equipment and/or support.

B. Requesting Party: The Requesting Party is the jurisdiction having the authority and responsibility to respond to the disaster for which Mutual Aid is being sought.
C. **Responding Party**: The Responding Party is the jurisdiction being contacted by the Requesting Party to provide Mutual Aid assistance.

2. **MUTUAL AID ASSISTANCE**

   Mutual Aid assistance shall be requested by the Fire Chief of the Requesting Party or his designee, to the Fire Chief of the Responding Party or his designee. The request shall be initiated through the Monroe County Fire Department dispatch office.

   If available, equipment shall be dispatched as requested by the Requesting Party. The number of such pieces and the amount of personnel dispatched shall be at the sole discretion of the Responding Party.

   Notwithstanding any provision of this Agreement to the contrary, the Fire Department of any signatories may decline to provide assistance if by doing so, their own jurisdiction would not be afforded adequate coverage. Each department shall advise the other immediately if such a condition exists.

3. **LIABILITY/INDEMNIFICATION**

   The Village, the District, Key Largo Volunteer Ambulance Corps., and Key Largo Volunteer Fire Department, Inc. do not assume any liability for the acts, omissions or negligence of the other. Each shall indemnify and hold the other harmless from all claims, damages, losses and expenses (including attorney fees) arising out of or resulting from the negligent performance of their respective operations under this Agreement. This provision shall not be construed as a waiver of sovereign immunity. To the extent any claim is asserted in excess of the limits established by the waiver of sovereign immunity under Florida law, this provision will become null and void and shall be severed from the remainder of this Agreement.

4. **REIMBURSEMENT**

   No party to this Agreement will receive payment or be reimbursed by any other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents any party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

5. **TERM**

   This Agreement shall be effective on the date of execution hereof and 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.
6. MISCELLANEOUS

(a) **Officer in Charge, Service Standard** - While providing Mutual Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations for the Requesting Party. The Requesting Party shall utilize National Fire Protection Standard 1500 to ensure that the Incident Command System, the Personnel Accountability System and the 2-in/2-out standards are adhered to. Failure to comply with this service standard shall be a breach of this Agreement.

(b) **Application of Agreement** - This Agreement shall apply only to emergencies existing within the areas of protection of the Village and the District.

(c) **Conflict Resolution** - Any disputes arising from this Agreement shall be resolved by the Village Fire Chief, the District's authorized representative, the Key Largo Volunteer Fire Department, Inc. Fire Chief, or the Key Largo Volunteer Ambulance Corps.' authorized representative, or their duly authorized representatives.

7. **EFFECTIVE DATE**

This Agreement shall take effect immediately upon adoption.

For the Village: Terry Abel, Fire Chief
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6490
Facsimile: (305) 664-6464

With a copy to: Roget V. Bryan, Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6418
Facsimile: (305) 504-8989

For the District: Bob Thomas, Chair
P.O. Box 1023
Key Largo, FL 33037
Telephone: (305) 451-5517
Facsimile: (305) 451-3550

For the Key Largo Volunteer Fire Department, Inc.: Don Bock, CEO
1 East Drive
Station 24
Key Largo, Florida 33037
For the Key Largo Volunteer Ambulance Corps:

Ronnie Fell, President
98600 Overseas Highway
Key Largo, Florida 33037
Telephone: (305) 451-2766
Facsimile: (305) 451-1562

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the 15th day of September, 2014.

ISLAMORADA, VILLAGE OF ISLANDS  
a Florida municipality:

Maria Aguilar  
María Aguilar, Village Manager

ATTEST:

Kelly Toth, Village Clerk

KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT

Bob Thomas, Chair

KEY LARGO VOLUNTEER AMBULANCE CORPS

Ronnie Fell, President

KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC.

Don Bock, CEO

ATTEST:

Vicky Fay, District Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS ONLY:

Roget V. Bryan, Village Attorney

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE KEY LARGO FIRE RESCUE & EMERGENCY MEDICAL SERVICES ONLY:

Theron Simmons, Attorney for the District