RESOLUTION NO. 15-10-105

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE MUTUAL AID AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND CITY OF KEY WEST 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 EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) and the City of Key West (“Key West”) 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, the Village and Key West desire to provide the mutual aid services described in the Agreement; and

WHEREAS, the Village Council finds that approval of the Agreement between Key West and the Village, as set forth in Exhibit “A” attached hereto, is in the best interest of the Village and its residents.

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

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 West 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. 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 5. Effective Date. This resolution shall be effective immediately upon its adoption.

Motion to adopt by Vice Mayor Deb Gillis; seconded by Councilman Chris Sante.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Mike Forster        YES
Vice Mayor Deb Gillis      YES
Councilman Jim Mooney      YES
Councilman Chris Sante     YES
Councilman Dennis Ward     YES
PASSED AND ADOPTED ON THIS 22 DAY OF OCTOBER, 2015.

MIKE FORSTER, MAYOR

ATTEST:

KELLY TOOTH, VILLAGE CLERK

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

ROGERT V. BRYAN, VILLAGE ATTORNEY
MUTUAL AID AGREEMENT
For
FIRE PROTECTION AND RESCUE SERVICES
Between
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
AND CITY OF KEY WEST, FLORIDA

THIS AGREEMENT is by and between ISLAMORADA, VILLAGE OF ISLANDS, (hereinafter referred to as "Village") and, a political subdivision existing under the laws of the State of Florida (hereinafter referred to as "Key West").

WITNESSETH

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

WHEREAS, the boundaries of the Village and Key West are in geographic proximity to each other within Monroe County, 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, and

WHEREAS, the parties recognize that the most expeditious response to an emergency may be provided by the firefighting and/or rescue agency outside of, but contiguous to, the jurisdiction in which the emergency occurs, and

WHEREAS, the parties deem it desirable to make provisions for an initial response in case of such emergency from the firefighting and rescue agency closest to such emergency,

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 Parry. 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 either signatory 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 and Key West 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**

   Neither the Village nor Key West will receive payment or be reimbursed by the other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents either 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 either party or superseded by a new Agreement. This Agreement may be cancelled by either 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 Key West.

(c) Conflict Resolution - Any disputes arising from this Agreement shall be resolved by the Village Fire Chief and the Key West Fire Chief, or their duly authorized representative.

7. EFFECTIVE DATE

This Agreement shall take effect immediately upon adoption.

For the Village: Maria T. Aguilar, Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 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, Florida 33036
Telephone: (305) 664-6418
Facsimile: (305) 504-8989

For the Agency: David Fraga, Fire Chief
1600 North Roosevelt Blvd.
Key West, Florida 33040
Telephone: (305) 809-3939
Facsimile: (305) 293-8399
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the 27th day of October, 2015.

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipality:

Maria T. Aguilar
Maria T. Aguilar, Village Manager

ATTEST:

Kelly Toth
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