

MUTUAL AID AGREEMENT
For
FIRE PROTECTION AND RESCUE SERVICES
Between the
OCEAN REEF PUBLIC SAFETY &
VOLUNTEER FIRE DEPARTMENT
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 OCEAN REEF PUBLIC SAFETY & VOLUNTEER FIRE DEPARTMENT, a political subdivision existing under the laws of the State of Florida (hereinafter referred to as “Ocean Reef”), 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 Ocean Reef have established and maintain Fire Departments with firefighting equipment, emergency medical equipment and firefighting personnel; and

WHEREAS, the boundaries of Ocean Reef 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

Ocean Reef, 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 Ocean Reef and the District.

(c) **Conflict Resolution** - Any disputes arising from this Agreement shall be resolved by Ocean Reef Director of Public Safety, 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 Ocean Reef:

Scott Lynch, Director of Public Safety
OCEAN REEF PUBLIC SAFETY and
VOLUNTEER FIRE DEPARTMENT
10 Anchor Drive
Key Largo, FL 33037
Telephone: (305) 367-2222
Facsimile: (305) 367-3139

With a copy to:

Greg Lunsford, VP
OCEAN REEF CLUB ASSOCIATION
24 Dockside Lane, #505
Key Largo, Florida 33037
Telephone: (305) 367-3067
Facsimile: (305) 367-4246

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, Fire Chief
1 East Drive
Station 24
Key Largo, Florida 33037
Telephone: (305) 451-2700
Facsimile: (305) 451-4699

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 ____ day of _____, 2014.

OCEAN REEF PUBLIC SAFETY
VOLUNTEER FIRE DEPARTMENT

KEY LARGO FIRE RESCUE AND
EMERGENCY MEDICAL SERVICES
DISTRICT

Scott Lynch, Director
Public Safety

Bob Thomas, Chair of

OCEAN REEF CLUB ASSOCIATION

KEY LARGO VOLUNTEER
AMBULANCE CORPS.

Greg Lunsford, VP
Ocean Reef Club

Ronnie Fell, President

KEY LARGO VOLUNTEER
FIRE DEPARTMENT

Don Bock, Fire Chief

ATTEST:

Vicky Fay, District Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ONLY:

Ocean Reef Club Association Attorney