

RESOLUTION NO. 02-09-116

A RESOLUTION OF THE CITY COUNCIL OF MARATHON, FLORIDA; APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND MONROE COUNTY, FLORIDA, CONCERNING THE PROVISION OF EMERGENCY MEDICAL SERVICES WITHIN AND ADJACENT TO THE MUNICIPAL BOUNDARIES OF THE CITY OF MARATHON; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Marathon, Florida (the "City") and Monroe County, Florida (the "County") previously entered into a year-to-year agreement whereby the County provided fire rescue and emergency medical services to parts of the City; and

WHEREAS, the City and County desire to amend the terms and conditions of the agreement to extend the term of the agreement until September, 30, 2003, and to specify that the County shall provide emergency medical services to the City in the incorporated area from the south end of Tom's Harbor Bridge (approximately at mile marker 60) to Banana Boulevard, a/k/a Valhalla Beach (approximately mile marker 56.5); and

WHEREAS, the City and County are authorized by Chapters 125, 163, and 163 Florida Statutes, to enter into agreements to make the most efficient use of facilities resources and services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARATHON, FLORIDA, AS FOLLOWS:

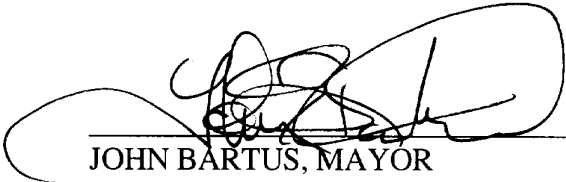
Section 1.    Recitals.    The above recitals are true and correct and are incorporated herein by this reference.

Section 2.    Approving Agreement Regarding Emergency Medical Services.    The Agreement between the City and County regarding the provision of emergency medical services within and adjacent to the municipal boundaries of the City in substantially the form and content

as the attached Exhibit " A is hereby approved. The City Manager and City Attorney are authorized to finalize the Agreement and the Mayor is authorized to sign the Agreement.

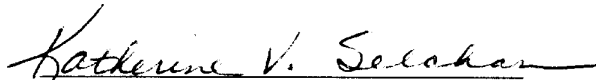
**Section 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 24<sup>th</sup> day of September, 2002.



\_\_\_\_\_  
JOHN BARTUS, MAYOR

ATTEST:



\_\_\_\_\_  
KATHERINE V. SEELAHAN  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



\_\_\_\_\_  
CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN  
FIRE AND AMBULANCE DISTRICT 1  
AND CITY OF MARATHON**

This Interlocal Agreement, hereinafter called "AGREEMENT", is made by and between the Fire and Ambulance District 1, Monroe County, Florida, hereinafter "DISTRICT", and the City of Marathon, hereinafter "CITY", for the delivery of emergency medical services within and adjacent to the municipal boundaries of the City of Marathon.

WHEREAS, the DISTRICT and the CITY desire to enter into this AGREEMENT to provide for the delivery of emergency medical services within and adjacent to the municipal boundaries of the CITY; and

WHEREAS, the respective elected bodies of the DISTRICT and the CITY find the method of delivery of emergency medical services set forth in this AGREEMENT is in the interest of the public and can be best accomplished through coordination of the provision of such services as set forth herein;

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein, the DISTRICT and the CITY do hereby agree as follows:

**SCOPE:**

The DISTRICT agrees to provide Emergency Medical Services to the CITY in the incorporated areas from the south end of Tom's Harbor Bridge, approximately Mile Marker 60, to Banana Boulevard (Valhalla Beach), approximately Mile Marker 56.5.

The DISTRICT agrees to provide Emergency Medical Services to the CITY on a twenty-four (24) hour, seven (7) days a week basis during the term of this AGREEMENT. The level of service provided to the CITY shall, at minimum, be equal to the average historical level of services provided by the applicable departments in other areas of Monroe County, in accordance with all applicable local and state rules and regulations.

The District shall provide one (1) primary and one (1) back-up rescue/transport vehicle at Conch Key Station. The back-up vehicle is not staffed.

The DISTRICT and CITY will provide automatic and mutual aid to one another for applicable emergency incidents.

**TERM:**

The term of this agreement shall be for the period commencing October 1, 2002 and ending September 30, 2003, unless terminated earlier under this agreement.

**PAYMENTS AND FEES:**

The CITY shall pay the DISTRICT \$28,876 per quarter for Emergency Medical Services, in the incorporated area of the City as described above, for FY 2002-2003, in the total amount of \$115,504. The City is not entitled to receive any of the funds from transport fees generated by the District during the term of this Agreement.

Payment will be made on a quarterly basis and paid in arrears.

**EARLY TERMINATION:**

Either party may terminate this agreement without cause upon giving to the other at least thirty days prior written notice of the effective termination date. Either party may terminate the agreement for cause upon giving the other party written notice of the breach and providing five days during which to cure the breach. If the breach is not cured within the five day period, the non-breaching party may give the breaching party written notice of early termination effective immediately upon receipt of said notice.

Notice under this agreement shall be given to the CITY by sending written notice to City Manager, c/o Moyer & Associates, 210 North University Drive, Suite 702, Coral Springs, Florida 33071, and notice shall be given to the DISTRICT by sending written notice to James L. Roberts, County Administrator, 1100 Simonton Street, Key West, Florida 33040.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year written below their names.



(SEAL)

ATTEST: DANNY L. KOLHAGE

BY: Isabel C. DeSantis  
Deputy Clerk

(SEAL)

ATTEST:

BY: Katherine V. Seichan  
City Clerk

**DISTRICT**

BOARD OF GOVERNORS OF FIRE  
AND AMBULANCE DISTRICT 1 OF  
MONROE COUNTY, FLORIDA

BY: Melie M. Spehar  
CHAIRPERSON PRO-TEM SPEHAR

DATE: 09-18-02

**CITY**

CITY OF MARATHON

BY: [Signature]  
Mayor

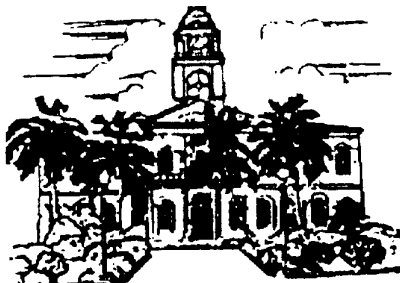
DATE: September 07, 2002

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney  
DATE: 9/6/02

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: [Signature]  
City Attorney



**BOARD OF COUNTY COMMISSIONERS**

Mayor Charles "Sonny" McCoy, District 3  
Mayor Pro Tem Dixie M. Spehar, District 1  
George Neugent, District 2  
Bert Jimenez, District 4  
Murray E. Nelson, District 5

**PUBLIC SAFETY DIVISION**

*James R. "Reggie" Paros, Director*  
490 63rd Street, Suite 140  
Marathon, FL 33050  
Telephone: (305) 289-6002  
Fax: (305) 289-6336



**MEMORANDUM**

**TO:** Katey Selchan  
City of Marathon  
Moyer & Associates  
210 N. University Drive – Suite 702  
Coral Springs, FL 33071

**FROM:** *Stacy DeVane*  
Stacy DeVane, Executive Assistant  
Public Safety Division

**SUBJECT:** Executed Interlocal Agreement

**DATE:** October 10, 2002



Please find enclosed a fully executed copy of the Interlocal Agreement between the City of Marathon and the Fire and Ambulance District Board of Governors, concerning provision of emergency medical services within and adjacent to the municipal boundaries of the City of Marathon, effective October 1, 2002 through September 30, 2003.

For your information, as of October 1, 2002, Public Safety Division is no longer the contact department concerning fire and/or emergency medical services issues. If you have any questions or need assistance, the contact is now Chief Clark Martin, Fire-Rescue Department, at (305) 289-6088.

/sd  
enclosure

cc w/encl: Fire Rescue Department