

**CITY OF MARATHON, FLORIDA
RESOLUTION 2007-58**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MONROE COUNTY TO REIMBURSE THE CITY UP TO TWO THOUSAND (\$2,000) AS PAYMENT FOR REIMBURSEMENT FOR OFF-DUTY MARATHON FIRE RESCUE EMPLOYEES TO PARTICIPATE IN A DISASTER DRILL TRAINING EXERCISE HELD FEBRUARY 8, 2007.

WHEREAS, on October 18, 2006, COUNTY entered into a Federally-Funded Subgrant Agreement with the State of Florida, Department of Community Affairs, Contract No. 07-DS-5N-11-54-01-353 (hereinafter "SUBGRANT"), pursuant to which COUNTY received a total of \$20,309.00 to provide planning, training and exercises under the State Homeland Security Grant Program – Issue 06; and

WHEREAS, under the terms of the SUBGRANT, COUNTY's representative with responsibility for administration of the SUBGRANT is Monroe County Emergency Management; and

WHEREAS, on February 8, 2007, Monroe County Emergency Management conducted a training exercise at Marathon Airport, during which representatives from Marathon Airport, Monroe County Sheriff's Office, Monroe County Fire Rescue, Marathon Fire Rescue, Fishermen's Hospital and Monroe County Emergency Management participated in a disaster drill simulating a mock disaster at the west end of Marathon Airport in which, among other things, Marathon Fire Rescue extinguished a fire, assessed and stabilized mock accident victims, and transported them to local medical centers; and

WHEREAS, Marathon Fire Rescue assigned and paid off-duty employees to participate in the training exercise; and

WHEREAS, Monroe County Emergency Management desires to use a portion of the SUBGRANT funds in order to reimburse the Marathon Fire Rescue for its payment for these employees.

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

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Council authorized the City Manager to sign the Interlocal Agreement With Monroe County to Reimburse The City up to Two Thousand (\$2,000) as Payment for reimbursement for Off-Duty Marathon Fire Rescue Employees to Participate in a Disaster Drill Training Exercise Held February 8, 2007.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 10th day of April, 2007.

THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

AYES: Cinque, Tempest, Vasil, Worthington, Bull
NOES: None
ABSENT: None
ABSTAIN: None

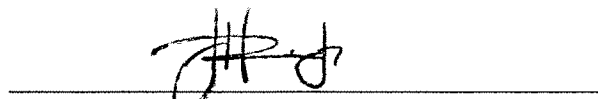
ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this 16 day of May, 2007 by and between the Board of County Commissioners of Monroe County, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the City of Marathon, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

WITNESSETH:

WHEREAS, on October 18, 2006, COUNTY entered into a Federally-Funded Subgrant Agreement with the State of Florida, Department of Community Affairs, Contract No. 07-DS-5N-11-54-01-353 (hereinafter "SUBGRANT"), pursuant to which COUNTY received a total of \$20,309.00 to provide planning, training and exercises under the State Homeland Security Grant Program – Issue 06; and

WHEREAS, under the terms of the SUBGRANT, COUNTY's representative with responsibility for administration of the SUBGRANT is Monroe County Emergency Management; and

WHEREAS, on February 8, 2007, Monroe County Emergency Management conducted a training exercise at Marathon Airport, during which representatives from Marathon Airport, Monroe County Sheriff's Office, Monroe County Fire Rescue, Marathon Fire Rescue, Fishermen's Hospital and Monroe County Emergency Management participated in a disaster drill simulating a mock disaster at the west end of Marathon Airport in which, among other things, Marathon Fire Rescue extinguished a fire, assessed and stabilized mock accident victims, and transported them to local medical centers; and

WHEREAS, Marathon Fire Rescue assigned and paid off-duty employees to participate in the training exercise

WHEREAS, Monroe County Emergency Management desires to use a portion of the SUBGRANT funds in order to reimburse the Marathon Fire Rescue for its payment for these employees.

NOW THEREFORE, COUNTY and CITY, through their respective governing bodies, and in consideration of the mutual promises and covenant herein contained, hereby agree as follows:

Section 1. Services. On February 8, 2007, City of Marathon Fire Rescue provided a off-duty employees, for a disaster drill administered by Monroe County Emergency Management.

Section 2. Payment. COUNTY agrees to reimburse CITY up to two thousand dollars (\$ 2000.00) for the actual cost of the Marathon Fire Rescue off-duty employees provided for the disaster drill from the SUBGRANT funds within thirty (30) days of the execution of this ILA by both parties in order to compensate CITY for participation costs by actual employees. CITY agrees that payment is conditional upon delivery to COUNTY by CITY of (a) After Action Report (AAR) and (b) Improvement Plan Matrix.

Section 3. Termination. This INTERLOCAL AGREEMENT will terminate upon receipt by CITY of the funds referenced above.

Section 4. Notices. All notices and other communications required under this INTERLOCAL AGREEMENT must be in writing and addressed as follows:

If to COUNTY: Irene Toner, FPEM, CPM
Director
Monroe County Emergency Management
490 63rd Street, Ocean
Suite 150
Marathon, FL 33050

With a copy to: Suzanne A. Hutton, Esq.
Monroe County Attorney
P.O. Box 1026
Key West, FL 33041-1026

If to CITY: Marathon City Manager
10045-55 Overseas Highway
Marathon, FL 33050

Any Notice required by this Agreement shall be deemed to have been duly given if sent by certificate mail, return receipt requested, postage and fees prepaid; hand delivered; facsimile; or by overnight delivery service with proof of delivery.

Section 5. Governing Law. This INTERLOCAL AGREEMENT shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this MOU shall be in Monroe County, Florida, in the Sixteenth Judicial Circuit Court. Mediation conducted regarding this Agreement shall be performed according to the rules of the 16th Judicial Circuit for Monroe County, Florida. This Agreement is not subject to arbitration.

Section 6. Entire Agreement/Modification/Amendment. This writing sets forth the entire agreement of the parties with respect to the subject matter of this INTERLOCAL AGREEMENT. No representations were made or relied upon by either party, other than those expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless in writing signed by both parties.

Section 7. Access to Records and Audits. In addition to any other rights conferred

upon the parties under the Florida Government in the Sunshine Law or the Florida Public Records Act, and except to the extent that disclosure is prohibited by the Health Insurance Portability and Accountability Act of 1996 or another federal or state law, both parties shall have the right to examine and audit any records involving transactions related to this INTERLOCAL AGREEMENT. Either party may cancel this INTERLOCAL AGREEMENT for refusal to allow access to any records pertaining to work performed under this Agreement that are subject to the Florida Government in the Sunshine Law or the Florida Public Records Act.

Section 8. Non-Reliance By Non-Parties. No person or entity shall be entitled to rely upon the terms of this Agreement in order to enforce or attempt to enforce any third-party claim or entitlement to or benefit from any service or program contemplated hereunder, and COUNTY and CITY agree that neither party, nor any agent, officer, or employee of either, shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this INTERLOCAL AGREEMENT separate and apart, inferior to, or superior to, the community in general, or for the purposes contemplated in this INTERLOCAL AGREEMENT.

Section 9. Taxes. COUNTY is exempt from payment of Florida State Sales and Use taxes.

Section 10. Severability. If any term or provision of this INTERLOCAL AGREEMENT shall to any extent be held invalid or unenforceable, the remainder of this INTERLOCAL AGREEMENT shall not be affected thereby, and each remaining term and provision shall be valid and enforceable to the fullest extent permitted by law.

Section 11. Waiver. The failure of either party to this INTERLOCAL AGREEMENT to object to or take affirmative action with respect to any conduct of the other in violation of any term or condition of this MOU shall not be construed as a waiver of the violation or breach, or a waiver of any future violation, breach, or wrongful conduct.

Section 12. Counterparts. This INTERLOCAL AGREEMENT may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

ATTEST: **DANNY L. KOLHAGE, Clerk**

~~DANNY L. KOLHAGE, CLERK~~

By: *Janele Stuvick*
Deputy Clerk

MONROE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: *Mario Di Gennaro*
Mario Di Gennaro
Mayor

ATTEST:

By: *Diane Clavier*
City Clerk

CITY OF MARATHON

By: *Michael H. Puto*
Michael H. Puto
City Manager

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Suzanne A. Hutton
SUZANNE A. HUTTON
COUNTY ATTORNEY
Date 4/23/07