

Sponsored by: Hernstadt

**CITY OF MARATHON, FLORIDA
RESOLUTION 2010-105**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARATHON, FLORIDA AND THE CITY OF KEY WEST, FLORIDA CONCERNING THE CONTINUED USE OF A SCOTTY FIRE SAFETY EDUCATIONAL TRAILER; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 19, 2008, Marathon and Key West entered into a Memorandum of Understanding whereby title to a 2003 Scotty Fire Safety Trailer (the "Trailer") was transferred from Marathon to Key West (the "MOU"); and

WHEREAS, Marathon and Key West desire to amend the MOU as set forth herein so that Key West can transfer title of the Trailer to the Naval Air Station Key West Fire Department (the "NASKWFD").

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

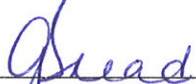
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The first amendment to the Memorandum of Understanding between the City of Marathon and the City of Key West concerning the continued use of a Scotty Fire Safety Educational Trailer, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the memorandum of understanding on behalf of the City.

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 28th DAY OF SEPTEMBER, 2010.

THE CITY OF MARATHON, FLORIDA



Mayor Ginger Snead

AYES: Cinque, Keating, Ramsay, Worthington, Snead
NOES: None
ABSENT: None
ABSTAIN: None

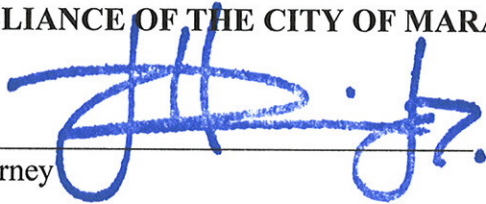
ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



City Attorney

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MARATHON, FLORIDA AND THE CITY OF KEY WEST, FLORIDA
CONCERNING THE CONTINUED USE OF A SCOTTY FIRE SAFETY TRAILER**

This First Amendment to Memorandum of Understanding (the "First Amendment") made and entered into this ____ day of September, 2010, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida ("Marathon") and the City of Key West, Florida municipal corporation of the State of Florida ("Key West").

WHEREAS, on March 19, 2008, Marathon and Key West entered into a Memorandum of Understanding whereby title to a 2003 Scotty Fire Safety Trailer (the "Trailer") was transferred from Marathon to Key West (the "MOU"); and

WHEREAS, Marathon and Key West desire to amend the MOU as set forth herein so that Key West can transfer title of the Trailer to the Naval Air Station Key West Fire Department (the "NASKWFD"). A copy of the MOU is attached hereto and incorporated herein as Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

Section 1. Amendment to Section 2 of the MOU. The parties hereby amend Section 2 of the MOU to read as follows:

- A. ~~Marathon~~ Key West will convey title to the Trailer to ~~Key West~~ NASKWFD.
- B. ~~Key West~~ NASKWFD will be wholly responsible for the maintenance, staffing, and insurance of the Trailer as the owner of the Trailer.
- C. The Fire Chief of the Marathon Fire Department, ~~and the Fire Chief of the Key West Fire Department, and the Fire Chief of Naval Air Station Key West Fire Department~~ will send a letter to FEMA informing FEMA of the conveyance of the Trailer.
- D. The Marathon Fire Rescue Department ~~and Key West Fire Department~~ will be allowed to use the Trailer as needed provided it ~~they~~ gives NASKWFD reasonable notice as determined by the parties.
- E. NASKWFD ~~Key West~~ may not sell, or in any other way convey title to the Trailer to ~~another a third party~~ without the express written consent of Marathon ~~and Key West~~.

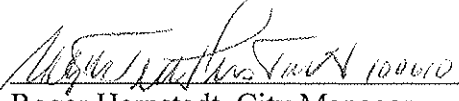
Section 2. Amendment to Section 3 of the MOU. The parties hereby amend Section 3 of the MOU to read as follows:

Term. This Memorandum will remain in effect until such time as ~~the Key West Fire~~

Department NASKWFD retains title to the Trailer in accordance with Section 2E of this Memorandum.

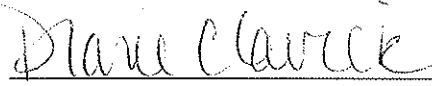
EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the MOU, and any subsequent amendments, remain in force and effect.

THE CITY OF MARATHON, FLORIDA



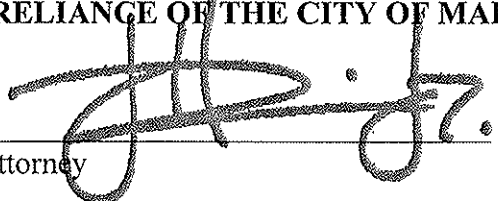
Roger Hernstadt, City Manager

ATTEST:



Diane Clavier, City Clerk

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



City Attorney

THE CITY OF KEY WEST, FLORIDA

Jim Scholl
Jim Scholl, City Manager

ATTEST:

Cheri Smith

Cheri Smith, City Clerk

NAS KEY WEST FIRE DEPARTMENT

By:
Its:

WITNESS:

By: