

**CITY OF MARATHON, FLORIDA
RESOLUTION 2020-51**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MONROE COUNTY SCHOOL DISTRICT DIVISION OF CAREER AND TECHNICAL EDUCATION (MCSD) AND THE CITY OF MARATHON, FLORIDA, FOR MCSD'S FIRE ACADEMY AT MARATHON HIGH SCHOOL TO CONTINUE TO PROVIDE FIRE FIGHTING TRAINING TO HIGH SCHOOL AND ADULT STUDENTS AT AN AMENDED AMOUNT OF \$50,000 PER YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this program assists in the great need for training and hiring local employees, and the School District as well as the City would like to continue this successful program. The intended purpose of this program would be to train local students with the intent for them to become employed with the City of Marathon; and

WHEREAS, the Monroe County School District Division of Career and Technical Education (MCSD) will compensate the City of Marathon \$50,000.00 per year.

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 City Council authorizes the City Manager to enter into a First Amendment of the MOU with the Monroe County School District Division of Career and Technical Education (MCSD) attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved.

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 11th DAY OF AUGUST, 2020.

THE CITY OF MARATHON, FLORIDA



Mayor Steven Cook

AYES: Senmartin, Bartus, Zieg, Gonzalez Cook
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

**FIRST AMENDMENT OF MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE MONROE COUNTY SCHOOL DISTRICT DIVISION OF CAREER
AND TECHNICAL EDUCATION (MCSD) AND THE CITY OF MARATHON
FOR
THE PROVISION OF FIRE FIGHTING TRAINING SERVICES**

This Amendment to the MOU for the Provision of Fire Fighter Training Services (the "Amendment") made and entered into this 11 day of Aug between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida, with its address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as "City") and Monroe County School District Division of Career and Technical Education, with its address at 241 Trumbo Road, Key West, Florida (hereinafter referred to as "MCSD").

WITNESSETH:

WHEREAS, MCSD and the City entered into an MOU for the Provision of Information Fire Fighting Training Services; and

WHEREAS, the City and Consultant desire to amend the Agreement to extend the term for an additional year; and

WHEREAS, the City and Consultant agree to an amended compensation amount of \$50,000.00; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amendment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the MOU to read as follows:

1. **TERM**

This Memorandum of Understanding (MOU) shall remain in effect through June 30, 2021, unless terminated in accordance with termination/suspension paragraph in the MOU. Any renewal shall be in writing and executed by both parties.

2. **COMPENSATION AND PAYMENT**

The MCSD will pay the City not to exceed \$50,000.00 during the term of this agreement. Payment will be made upon receipt of an itemized invoice accompanied by a report, which will list the names of students and number of hours each student was in attendance in the program. Payments shall be made quarterly each in the amount of \$12,500. The City's Fire Department shall accept new students authorized by the MCSD at the beginning of each enrollment period and shall provide each of the new students with the number of hours of instruction as specified in the MOU.

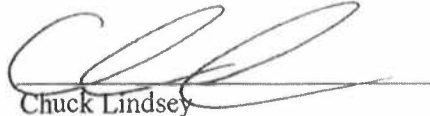
IN WITNESS WHEREOF, City and MCSD have set their hands and seals, as of the day and year first above written. The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

Attest:

City of Marathon, Florida



Diane Clavier
City Clerk



Chuck Lindsey
City Manager

Approved As To Form And Legality For The Use
And Reliance Of The City Of Marathon, Florida Only:



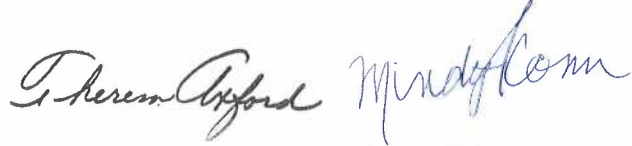
City Attorney

Witness

MONROE COUNTY SCHOOL BOARD



Heather Linn
Printed name



Theresa Axford, Superintendent Mindy Conn, Board Chair