

RESOLUTION NO. 02- 01-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MONROE COUNTY, FLORIDA TO PROVIDE FIRE RESCUE AND EMERGENCY MEDICAL SERVICES WITH THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (the "City") desires to enter into an Interlocal Agreement with Monroe County (the "County") to provide for fire rescue and emergency medical services within the City; and

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

Section 1. Recitals. The above recital is true and correct and is incorporated herein by this reference.


Section 2. Approval of Agreement. The City is authorized to enter into an Agreement with the County, in substantially the form attached hereto and incorporated herein by this reference as Exhibit A, to provide for fire rescue and emergency medical services within the City.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

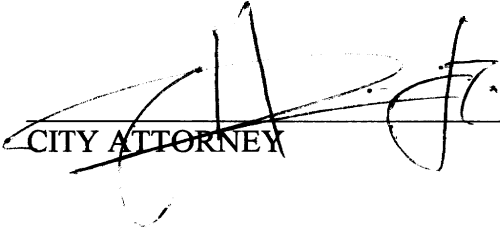
PASSED AND ADOPTED this 8th day of January, 2002.

ATTEST:


ROBERT MILLER, MAYOR


KATHLEEN V. SEAMAN
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:


CITY ATTORNEY

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN
LOWER AND MIDDLE KEYS FIRE AND AMBULANCE DISTRICT
AND
CITY OF MARATHON**

This Amendment to an Interlocal Agreement, originally effective September 19, 2001, hereinafter called "Amendment", is made by and between the Lower and Middle Keys Fire and Ambulance District, hereinafter "District", and the City of Marathon, hereinafter "City", for the delivery of fire rescue and 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 Amendment to continue to provide for the delivery of fire rescue and 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 the fire rescue and emergency medical services set forth in this Amendment 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 to amend the September 19, 2001 Agreement as follows:

SCOPE:

1. The District agrees to provide Fire Suppression and Rescue Services to the City in the incorporated areas **from** the south end of Tom's Harbor Bridge to Banana Boulevard (Valhalla Beach).
2. The District agrees to provide Fire Suppression and Rescue 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.
3. The District will provide Emergency Medical Services to the City within the boundaries of Marathon and Key Colony Beach.
4. The District will 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 shall, at **minimum**, be equal to the average historical level of services provided by the applicable departments in other areas in Monroe County, in accordance with all applicable local and state rules and regulations.
5. The District shall provide one (1) primary and one (1) back-up **rescue/transport** vehicle at Marathon Fire Station #2 and at Conch Key Station. The back-up vehicle is not staffed.
6. The District and City will provide automatic and mutual aid to one another for applicable emergency incidents.

7. Upon termination of services under this agreement and any extension hereof and subsequent contract for such services, the District will transfer to the City at no cost its right, title, and interest to the following ambulance units: 1999 Ford Ambulance, County ID #1416-121 and 1993 Ford Ambulance #141602-16, and their associated equipment. In the event any of the ambulances or associated equipment are destroyed, damaged, stolen, lost or removed **from** service during the term of this Agreement, the District shall replace said unit or equipment with unit or equipment of equal or greater value. This provision is not intended to apply to the normal wear and tear placed on the vehicle or equipment stemming from its normal course of service. Should there be disagreement among the parties, the issue shall be resolved as provided by Chapter 164, Florida Statutes.

TERM

1. The initial term of this Agreement shall be for the first two quarters of Fiscal Year 2002, a period commencing October 1, 2001, and thence on a month-to-month basis, unless terminated earlier under this Agreement.

PAYMENTS AND FEES

1. The City shall pay the District \$44,350.00 per month for Emergency Medical Services within the boundaries of Marathon and Key Colony Beach during FY 2001-2002. The City is not entitled to receive any of the **funds from** transport fees generated by the District during the term of this Amendment.

2. The City shall pay the District \$3,412.50 per month for Fire Suppression and Rescue Services in th^e incorporated area of Conch Key Fire's **response zone** during FY 2001-2002.

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

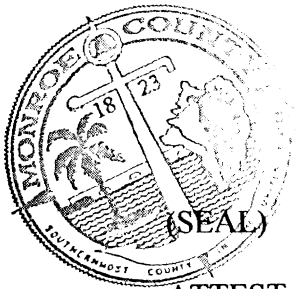
EARLY TERMINATION:

1. Either **party** may terminate this Agreement, **after** March 15, 2002, without cause upon giving to the other at least fifteen (15) 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 Craig Wrathell, City Manager, c/o Moyer & Associates, 210 North University Drive, Suite 301, 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.

This Amendment supersedes the interlocal agreement between the parties dated September 19, 2001. However, except as specifically provided for in this Amendment, in all other respects the terms and conditions of the original Agreement dated October 1, 2000 remains in full force and effect.

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



ATTEST: DANNY L. KOLHAGE

BY: *Jamela Hancock*
Deputy Clerk

(SEAL)

ATTEST:

BY: *Katherine V. Selchan*
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: *[Signature]*
County Attorney

DISTRICT

BOARD OF GOVERNORS OF
THE LOWER AND MIDDLE KEYS
FIRE AND AMBULANCE TAXING
DISTRICT

[Signature]
BY: _____
Yvonne Harper, Chairman

DATE: December 19, 2001

CITY

CITY OF MARATHON

[Signature]
BY: _____
John Bartus, Vice Mayor

DATE: December 27, 2001

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: *[Signature]*
City Attorney