



COUNCIL AGENDA STATEMENT

Meeting Date: June 8, 2021
To: Honorable Mayor and City Councilmembers
From: John Johnson, Fire Chief
Through: George Garrett, City Manager

Agenda Item: Resolution 2021-40 Approving A Second 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 In An Amount of \$50,000 per Year For Each Successive School Year Until Terminated With 60 Days Notice; and Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

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 is to train local students with the intent for them to become employed with the City of Marathon. MCSD Will Compensate The City Of Marathon a total of \$50,000. The amended term in the agreement will be for each successive school year until terminated in writing by either party with 60 days' notice.

CONSISTENCY CHECKLIST:

Table with 3 columns: Item, Yes, No. Row 1: 1. Comprehensive Plan, Row 2: 2. Other, Row 3: 3. Not applicable

FISCAL NOTE:

This MOU will allow the City to collect an estimated \$50,000 per year to offset the cost of the program.

RECOMMENDATION:

Council approve Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2021-40**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A SECOND 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 IN AN AMOUNT OF \$50,000 PER YEAR FOR EACH SUCCESSIVE SCHOOL YEAR UNTIL TERMINATED WITH 60 DAYS NOTICE; 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 amended term in the agreement will be for each successive school year until terminated in writing by either party with 60 days' notice.

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 Second 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 8th DAY OF JUNE, 2021.

THE CITY OF MARATHON, FLORIDA

Mayor Luis Gonzalez

AYES:
NOES:
ABSENT:
ABSTAIN:

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:**

Steve Williams, City Attorney

**SECOND 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 Second Amendment to the MOU for the Provision of Fire Fighter Training Services (the "Amendment") made and entered into this __ day of _____ 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 term to renew for each successive school year until terminated in writing by either party with 60 days notice; 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 until terminated with sixty (60) days' notice in writing and executed by both parties.

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

George Garrett
City Manager

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

Steve Williams, City Attorney

Witness

MONROE COUNTY SCHOOL BOARD

Printed name

Robert E. Highsmith / Mark T. Porter
Board Chairman/Superintendent

MEMORANDUM OF UNDERSTANDING
Between the Monroe County School District
And
The City of Marathon, Florida

PARTIES: This Memorandum of Understanding (MOU) is entered into between the Monroe County School District Division of Career and Technical Education (MCSDE) and the City of Marathon, Florida, a municipal corporation (hereinafter "City").

PURPOSE: The purpose of this MOU is to enable the MCSDE's Fire Academy at Marathon High School and the City's Fire Department to provide Fire Fighting training to high school and adult students.

AUTHORITY: This MOU is entered into by and between the parties in exercise of the authority set forth in conformance with the Florida Department of Education's State Plan for Career and Technical Education and the Introduction to Fire Fighting Instructional Framework.

TERM: This MOU shall become effective upon the date of execution by both the parties and shall continue for the period ending on June 30, 2020.

SCOPE OF SERVICES:

- A. The City represents that the Lead Instructor of the program operated with respect to this MOU possess and will hold a valid State of Florida or Monroe County Teaching Credential that authorizes the teaching of the vocational subject.
- B. The facilities to be provided by the City's Fire Department to conduct the program specified herein shall meet the requirements of the State and local safety and health regulations during the term of this MOU. Equipment and instructional
- C. The City's Fire Department shall maintain daily records of student attendance and achievement in accordance with MCSDE Policy and shall prepare and submit a report of attendance and achievement in the student information system provided by the MCSDE on a daily basis. City's Fire Department attendance and achievement records shall be available for review and audit by an independent auditor and the authorized representative of the MCSDE Division of Career and Technical Education. Such records shall be maintained by the city's Fire Department for a period of five (5) years after the close of each school year. These records will be permanently maintained by the MCSDE. All attendance of students enrolled in the program operated by the City's Fire Department pursuant to this MOU shall be credited to the MCSDE Full Time Equivalency (FTE) as reported to the Florida Department of Education.
- D. The City's Fire Department shall provide instruction, training, facilities, equipment, supervision and other services for no more than the number of students authorized by the MCSDE to the extent of the approved hours as specified by the instructional plan.

- E. The MCSD will pay the City not to exceed \$52,280.00 during the term of this agreement. Payment shall 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 \$13,070.00 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 herein.
- F. Neither the MCSD nor the City of Marathon Fire Department will discriminate against any person because of race, color, religion, sex, marital status, national origin, parental status, age or handicap, as required by law.

INSURANCE:

During the term of this MOU, MCSD shall provide to the City, and City shall provide to MCSD, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$1,000,000 Aggregate and \$1,000,000 per occurrence. Any and all insurance coverage may be provided by a City of Marathon Self-Insurance program. City of Marathon and MCSD shall provide notice to the other of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. To the extent authorized by law, the City hereby agrees to defend, indemnify, and hold harmless MCSD from any and all loss, damage, liability, or expense in connection with any action, proceeding, or claim for injury, including death to any person or persons, or damage to, loss of the use of, or loss of tangible property of any person, firm, or corporation, including the parties hereto, arising or resulting out of the performance of this contract, but only to the extent caused or incurred by the negligence or other actionable fault of the City or its agent. This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in 768.28, Florida Statutes, namely \$200,000 per person or \$300,000 per occurrence, and the City will have no further obligation to defend or hold harmless MCSD in the event said limits are paid or are otherwise exhausted. Nothing contained herein shall be construed to alter or waive the City's sovereign immunity under 768.28, Florida Statutes. MCSD acknowledges that indemnification by the City may be unenforceable under Florida law, and that the City does not waive any legal defense based on the unenforceability of such indemnification position.
- B. To the extent authorized by law, MCSD hereby agrees to defend, indemnify, and hold harmless City of Marathon from any and all loss, damage, liability, or expense in connection with any action, proceeding, or claim for injury, including death to any person or persons, or damage to, loss of the use of, or loss of tangible property of any person, firm, or corporation, including the parties hereto, arising or resulting out of the

performance of this contract, but only to the extent caused or incurred by the negligence or other actionable fault of MCSD or its agent. This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in 768.28, Florida Statutes, namely \$200,000 per person or \$300,000 per occurrence, and MCSD will have no further obligation to defend or hold harmless City of Marathon in the event said limits are paid or are otherwise exhausted. Nothing contained herein shall be construed to alter or waive the MCSD's sovereign immunity under 768.28, Florida Statutes. City of Marathon acknowledges that indemnification by the MCSD may be unenforceable under Florida law, and that the MCSD does not waive any legal defense based on the unenforceability of such indemnification position.

- C. MCSD and City agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. MCSD and City further agree to cooperate in the defense of any such actions. Nothing in this MOU shall establish a standard of care for or create any legal right for any person not a party to this MOU.

TERMINATION/SUSPENSION:

This MOU may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this MOU may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this MOU.

NOTICES:

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To MCSD:

Monroe County School District
Division of Career and Technical Education 241 Trumbo Road
Key West, FL 33040

To City Marathon Fire Department:

City of Marathon Fire Department
8900 Overseas Highway
Marathon, FL 33050

With a Copy to:

City of Marathon
Attention: City Manager

9805 Overseas Highway
Marathon, FL 33050

INTEGRATION

This MOU represents the entire and integrated agreement between MCSD and City, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by written instrument signed by the duly authorized representatives of MCSD and City.


REPRESENTATION OF AUTHORITY

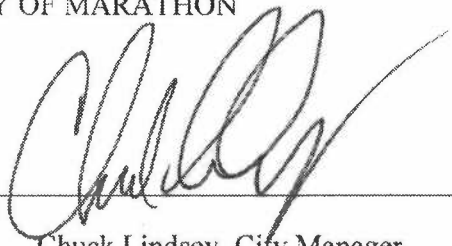
The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, MCSD and City have executed this MOU as of the date first above written.

Attest: Diane Clavier, Clerk

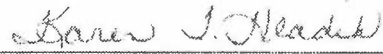
CITY OF MARATHON



By: 
City Clerk

By: 
Chuck Lindsey, City Manager

Witness

MONROE COUNTY SCHOOL BOARD

By: 
Karen T. Hladik
Printed Name

By: 

Printed Name

Robert E. Highsmith / Mark T. Porter
Board Chairman / Superintendent