

RESOLUTION NO. 02-03-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE LOWER AND MIDDLE KEYS FIRE AND AMBULANCE DISTRICT AND THE CITY OF MARATHON TO PROVIDE FOR THE DELIVERY OF FIRE RESCUE AND EMERGENCY MEDICAL SERVICES WITHIN AND ADJACENT TO THE MUNICIPAL BOUNDARIES OF THE CITY COMMENCING APRIL 1, 2002; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF SAID AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Marathon desires to enter into an Interlocal Agreement between the Lower and Middle Keys Fire and Ambulance District ("District") and the City of Marathon ("City") for the delivery of fire rescue and emergency medical services within and adjacent to the municipal boundaries of the City of Marathon to provide emergency medical services commencing April 1, 2002.

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

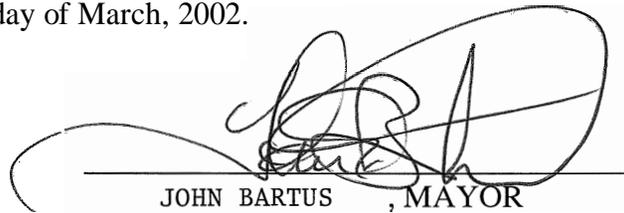
Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Agreement. The Agreement, in substantially the form and substance that is attached hereto as Exhibit "A", is hereby approved. The City Manager and the City Attorney are authorized to finalize the terms and conditions of said Agreement, if deemed necessary, and the Mayor is authorized to execute said Agreement on behalf of the City.

Section 3. Term. The term of this Agreement shall be for the period commencing April 1, 2002 and ending September 30, 2002, unless terminated earlier under the Agreement.

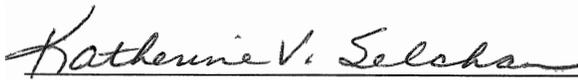
Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of March, 2002.



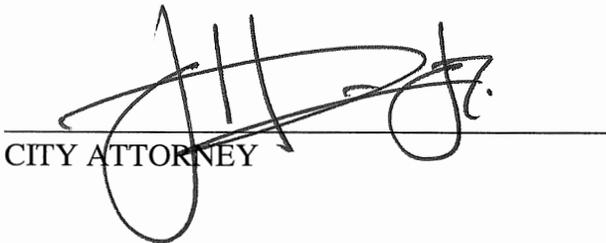
JOHN BARTUS, MAYOR

ATTEST:



KATHERINE V. SELSHA
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



CITY ATTORNEY

#5183v1.ks

SCANNED

3/25/02 #5299 KSV

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

This Interlocal Agreement, hereinafter called "AGREEMENT", 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 AGREEMENT 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 AGREEMENT 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 as follows:

SCOPE:

The DISTRICT agrees to provide Fire Suppression, Rescue Services, and Emergency Medical Services to the CITY in the incorporated areas from the south end of Tom's Harbor Bridge, approximately Mile Marker 60, to Banana Boulevard (Valhalla Beach), approximately Mile Marker 56.5.

The DISTRICT agrees to provide Fire Suppression, Rescue Services, and 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 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, in accordance with all applicable local and state rules and regulations.

The District shall provide one (1) primary and one (1) back-up rescue/transport vehicle at Conch Key Station. The back-up vehicle is not staffed.

The DISTRICT and CITY will provide automatic and mutual aid to one another for applicable emergency incidents.

TERM:

The term of this agreement shall be for the period commencing April 1, 2002 and ending September 30, 2002, unless terminated earlier under this agreement.

PAYMENTS AND FEES:

The CITY shall pay the DISTRICT \$37,739.00 per quarter for Fire Suppression, Rescue Services, and Emergency Medical Services, in the incorporated area of the City as described above, for the remainder of FY 2001-2002, in the total amount of \$75,478.00. The City is not entitled to receive any of the funds from transport fees generated by the District during the term of this Agreement.

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

EARLY TERMINATION:

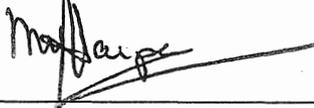
Either party may terminate this agreement without cause upon giving to the other at least thirty days prior written notice of the effective termination date. Either party may terminate the agreement for cause upon giving the other party written notice of the breach and providing five days during which 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 702, 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.

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

DISTRICT

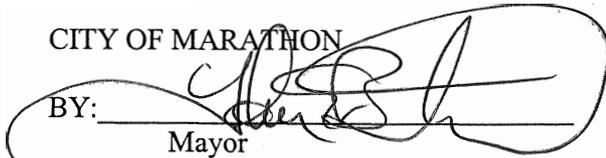
BOARD OF GOVERNORS OF THE
LOWER AND MIDDLE KEYS FIRE AND
AMBULANCE TAXING DISTRICT

BY: 
Yvonne Harper, Chairman

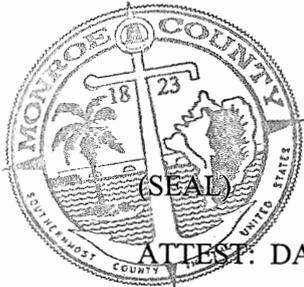
DATE: March 20, 2002

CITY

CITY OF MARATHON

BY: 
Mayor

DATE: March 12, 2002

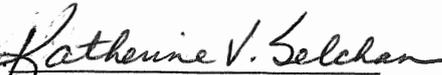


ATTEST: DANNY L. KOLHAGE

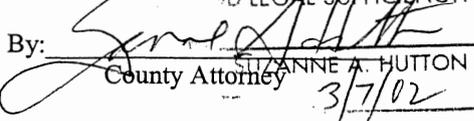
BY: 
Deputy Clerk

(SEAL)

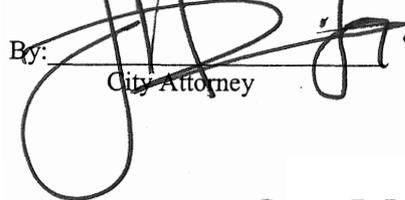
ATTEST:

BY: 
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

By: 
Suzanne A. HUTTON
County Attorney 3/7/02

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

By: 
City Attorney

SCANNED

4/19/02 #5439 KSJ

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

**Indemnification and Hold Harmless
for
Inter-Governmental Agreements**

The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 and 440, arising out of the activities governed by this agreement.

Each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.