

RESOLUTION 00-12-90

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA; APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARATHON AND THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS FOR COMMUNICATION MAINTENANCE SERVICES TO BE PROVIDED TO THE CITY OF MARATHON FIRE RESCUE DEPARTMENT BY THE MONROE COUNTY EMERGENCY COMMUNICATIONS DEPARTMENT; AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE MEMORANDUM OF UNDERSTANDING; AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Marathon, Florida (the "City") desires to provide fire rescue services in order to protect the public safety of its residents as well as visitors to the City; and

WHEREAS, the City Council acknowledges that in order to provide adequate fire rescue services, the City's Fire Rescue Department requires professional communication maintenance services; and

WHEREAS, the City Council has had difficulty obtaining those services; and

WHEREAS, Monroe County Board of County Commissioners ("MCBCC") recognizes the possible public safety peril of inadequate communications and is amenable to assisting the City by providing professional communication maintenance services; and

WHEREAS, the City and the Department desire to enter into a Memorandum of Understanding ("MOU") regarding the provision of communication maintenance services to the City of Marathon Fire Rescue Department by the Monroe County Emergency Communications Department and the reimbursement of expenses relating to the services provided by the Emergency Communications Department.

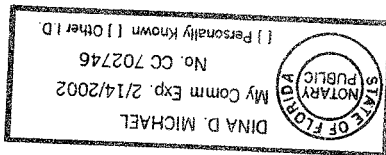
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA:

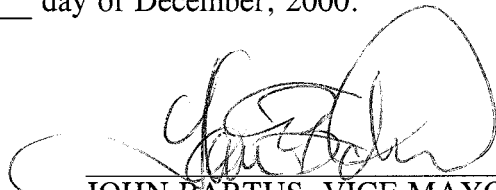
Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Agreement. The MOU between the City and the MCBCC in substantially the form attached as Exhibit "A" is approved. The City Manager and City Attorney are authorized to finalize the terms and conditions of the Agreement and the Mayor is authorized to execute said Agreement on behalf of the City.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 20TH day of December, 2000.





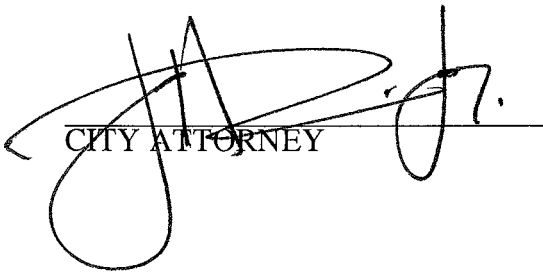
JOHN BARTUS, VICE MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



CITY ATTORNEY

**MEMORANDUM
OF
UNDERSTANDING**

Whereas, the Monroe County Board of County Commissioners and the City of Marathon desire to provide cost effective and essential services to the residents of Monroe County and The City of Marathon.

This **"Memorandum of Understanding"** is entered into this 20TH
day of DECEMBER, 2000.

It is acknowledged, the City of Marathon has had difficulty in obtaining professional communications service in a timely manner and at a reasonable cost. This situation creates daily operational problems and has potential to endanger the safety of the residents and citizens.

Whereas, the Monroe County Board of County Commissioners recognizes the possible public safety peril of inadequate communications and

Whereas, Monroe County has a professionally trained Communications Department within the Public Safety Division, which develops, implements, and maintains the County's communication systems and associated equipment.

The Monroe County Board of County Commissioners offer the communication maintenance services of the Monroe County Emergency Communications Department to the City of Marathon at the fixed applicable rates per Attachment "A".

The City of Marathon Fire Rescue Department wishes to utilize the services of the Monroe County Emergency Communications Department in the event that competent local services cannot be obtained in a timely manner.

The City of Marathon agrees to reimburse Monroe County per the attached guidelines and rate schedule on Attachment "A".

This Memorandum of Understanding shall become effective on the date of execution.

This Memorandum of Understanding may be cancelled at any time by either party, with a written thirty (30) day notice of cancellation sent to the appropriate Board authority.

The City of Marathon acknowledges that the priority service of the Monroe County Communications Department is to the Monroe County Board of County Commissioners and that any service provided to the City of Marathon will be on an "as time is available" basis.

The City of Marathon acknowledges that budgetary changes occur annually and that the cost of services performed will be adjusted in accordance, each fiscal year beginning October 1st.

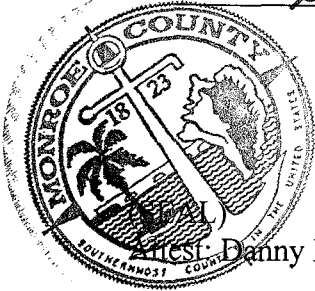
The Monroe County Communications Department will provide a detailed repair ticket, as an original invoice for payment to:

City of Marathon Fire Rescue
8900 Overseas Highway
Marathon, Florida 33050
305-743-5266

The City of Marathon will make payment within thirty (30) days to the Monroe County Board of County Commissioners. Payment will be sent to:

Monroe County Clerk
500 Whitehead Street
Key West, Florida 33040

IN WITNESS WHEREOF, the parties hereto have set their hands and seals,
this 21st day of March 2001, 2001.



Attest: Danny L. Kohlage, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: Janet Hancock
D.C.

By: George R. Newgent
Mayor / Chairman

Date: March 21, 2001

Monroe County Attorney

By: see below - right

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY: James T. Hendrick
DATE: 2-7-01

(SEAL)

Attest: City Clerk

CITY OF MARATHON

By: [Signature]

By: [Signature]
Mayor / Chairman

Date: 12/20/00

City Attorney

By: [Signature]

Date: 12/20/00

ATTACHMENT "A"
RATE SCHEDULE AND GUIDELINES

Services provided by the Monroe County's Emergency Communication Department are calculated for the fiscal year of 2000 / 2001. The calculation is based upon the fiscal years budget to and including administrative operational costs.

Hourly Rate for Service: **\$ 42.85 per hour**

This hourly rate would be applied to any travel, technical support, maintenance or administrative time required by the City of Marathon.

In the event of an emergency that would require after hour or overtime hours, this rate would increase by the proportional amount required to pay these amounts.

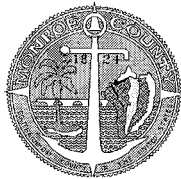
Standard maintenance parts for mobile and base station repair are included only up to a \$50.00 value. Major parts or units requiring extensive parts replacement over \$50.00 in value must be reimbursed by the City of Marathon, at Monroe County's cost.

Monroe County technicians shall advise the City of Marathon in advance of any units which appear to be in need of major or extensive repair or those in which the replacement of the unit is in the best interest of the City.



BOARD OF COUNTY COMMISSIONERS


MAYOR George Neugent, District 2
Dixie Spehar, District 1
Charles "Sonny" McCoy, District 3
Nora Williams, District 4
Murray Nelson, District 5



Emergency Communications
10600 Aviation Boulevard
Marathon, Florida 33050
Telephone: (305) 743-7570
Co. Ext: 6035
Fax: (305) 289-6078



TO: Craig Wrathell
Marathon City Manager

FROM: G. Norm Leggett 
Senior Director, Emergency Communications

DATE: April 5, 2001

SUBJECT: Memorandum of Understanding

At the March 21, 2001, Board of County Commissioners meeting the Board granted approval and authorized execution of a Memorandum of Understanding between Monroe County and the City of Marathon regarding maintenance of their emergency communications system and associated equipment.

Enclosed is an original executed copy of the memorandum. Should you have any questions please do not hesitate to contact this office.