

RESOLUTION NO. 01-09-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN LOWER AND MIDDLE KEYS FIRE AND AMBULANCE DISTRICT CONCERNING FIRE RESCUE AND EMERGENCY MEDICAL SERVICES; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon ("City") desires to enter into an Interlocal Agreement 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; and

WHEREAS, the initial term of this agreement shall be for the first quarter of Fiscal Year 2002, a period commencing October 1, 2001 and ending December 31, 2001, unless terminated earlier under this agreement; and

WHEREAS, this agreement period may be extended on a quarterly basis three (3) times by the CITY, providing written notice each time to DISTRICT of its intent to continue the agreement for an additional quarter of the year and in no event shall this agreement be extended beyond December 31, 2002 as any provision of services after December 31, 2002 shall require a new written agreement.

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.

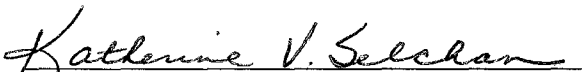
Section 2. Agreement. The Agreement between the Lower and Middle Keys Fire and Ambulance District ("DISTRICT") and the City of Marathon ("CITY"), in substantially the form and substance that is attached as Exhibit "A", is hereby approved. The City Manager and the City Attorney are authorized to finalize the terms and conditions of said Agreement, if necessary, and the Mayor is authorized to execute the Agreement on behalf of the City.

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

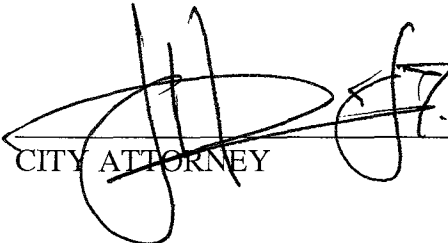
PASSED AND ADOPTED this 18th day of September, 2001.


ROBERT MIESLER, MAYOR

ATTEST:


Katherine V. Selchan
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:


CITY ATTORNEY

#4108v1

SCANNED

9/21/01 #4172 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:

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 DISTRICT.
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 DISTRICT, 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 COUNTY 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 COUNTY 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.

PAYMENTS AND FEES

1. The CITY shall pay the DISTRICT \$133,050.00 per quarter 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 AGREEMENT.
2. The CITY shall pay the DISTRICT \$10,238.00 per quarter for Fire Suppression and Rescue Services in the incorporated area of Conch Key Fire's response zone during FY 2001-2002.
3. Payment will be made on a quarterly basis and paid in arrears.

TERM

1. The initial term of this agreement shall be for the first quarter of Fiscal Year 2002, a period commencing October 1, 2001 and ending December 31, 2001, unless terminated earlier under this agreement. This agreement period may be extended on a quarterly basis three times by the CITY, providing written notice each time to DISTRICT of its intent to continue the agreement for an additional quarter of the year. Said notice shall be provided at least sixty days prior to the termination of the quarter from which service is desired to be extended. In no event shall this agreement be extended beyond December 31, 2002. Any provision of services after December 31, 2002 shall require a new written agreement.

EARLY TERMINATION:

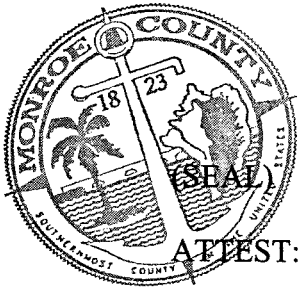
1. Either party may terminate this agreement without cause upon giving to the other at least thirty days prior written notice of the effective termination date. Either party may terminate the agreement for cause upon giving the other party written notice of the breach and providing five days during which 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 301, Coral Springs, Florida 33071, and notice shall be given to the DISTRICT by sending written notice to James L. Roberts, County Administrator, Public Service Building, Wing II, 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



ATTEST: DANNY L. KOLHAGE

BY: _____

Yvonne Harper, Chairman

DATE: _____

September 19, 2001

BY: _____

Deputy Clerk

(SEAL)

ATTEST:

BY: _____

City Clerk

CITY

CITY OF MARATHON

BY: _____

Robert Miller, Mayor

DATE: _____

September 18, 2001

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____

SUZANNE A. HUTTON

County Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____

City Attorney