

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA
RESOLUTION 2020-51**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN 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 AT AN AMENDED AMOUNT OF \$50,000 PER YEAR; 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 Monroe County School District Division of Career and Technical Education (MCSD) will compensate the City of Marathon \$50,000.00 per year.

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 First 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 11th DAY OF AUGUST, 2020.

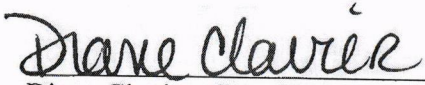
THE CITY OF MARATHON, FLORIDA



Mayor Steven Cook

AYES: Senmartin, Bartus, Zieg, Gonzalez Cook
NOES: None
ABSENT: None
ABSTAIN: None

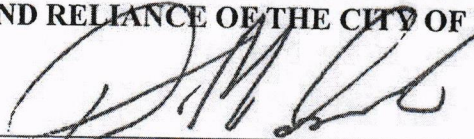
ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

**FIRST 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 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 extend the term for an additional year; and

WHEREAS, the City and Consultant agree to an amended compensation amount of \$50,000.00; 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 through June 30, 2021, unless terminated in accordance with termination/suspension paragraph in the MOU. Any renewal shall be in writing and executed by both parties.

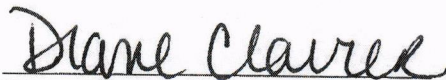
2. **COMPENSATION AND PAYMENT**

The MCSD will pay the City not to exceed \$50,000.00 during the term of this agreement. Payment will 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 \$12,500. 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 in the MOU.

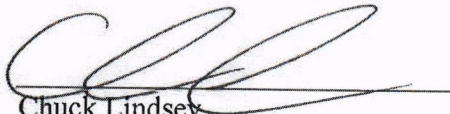
IN WITNESS WHEREOF, City and MCSD have set their hands and seals, as of the day and year first above written. The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

Attest:

City of Marathon, Florida

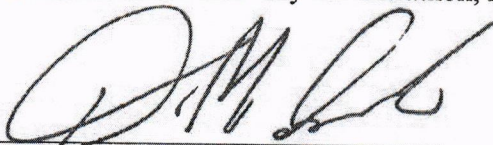


Diane Clavier
City Clerk



Chuck Lindsey
City Manager

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



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 (MCSD) and the City of Marathon, Florida, a municipal corporation (hereinafter "City").
- PURPOSE:** The purpose of this MOU is to enable the MCSD'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 MCSD Policy and shall prepare and submit a report of attendance and achievement in the student information system provided by the MCSD 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 MCSD 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 MCSD. All attendance of students enrolled in the program operated by the City's Fire Department pursuant to this MOU shall be credited to the MCSD 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 MCSD 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

CERTIFICATE OF COVERAGE
ISSUED ON: 08/18/2020
COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST
PACKAGE AGREEMENT NUMBER: PK FL1 0442900 19-04
COVERAGE PERIOD: 10/01/2019 TO 10/01/2020 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
Monroe County School District - Division of Career and Technical Education
241 Trumbo Road
Key West, FL 33040

Designated Member
City of Marathon
9805 Overseas Highway
Marathon, FL 33050

LIABILITY COVERAGE

☒ **Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury:**
Limit \$1,000,000 \$0 Deductible

☒ **Employee Benefits Liability**
Limit \$1,000,000 \$0 Deductible

☒ **Employment Practices Liability**
Limit \$1,000,000 \$0 Deductible

☒ **Public Officials Liability**
Limit \$1,000,000 \$0 Deductible

Law Enforcement Liability
Limit Deductible

WORKERS' COMPENSATION COVERAGE
WC AGREEMENT NUMBER:
Self Insured Workers' Compensation
Statutory Workers' Compensation

Employers Liability
\$ Each Accident
\$ By Disease
\$ Aggregate Disease

PROPERTY COVERAGE

☒ **Buildings & Personal Property**
Limit: Per schedule on file with Trust \$1,000 Deductible
Note: See coverage agreement for wind, flood, and other deductibles.

Rented, Borrowed and Leased Equipment
Limit: \$ 0 TIV See Schedule for Deductible

☒ **Total All other Inland Marine**
Limit: \$ 1,940,161 TIV See Schedule for Deductible

CRIME COVERAGE

☒ **Employee Dishonesty**
Limit \$500,000 \$1,000 Deductible

☒ **Forgery or Alteration**
Limit \$500,000 \$1,000 Deductible

☒ **Theft Disappearance & Destruction**
Limit \$500,000 \$1,000 Deductible

☒ **Computer Fraud**
Limit \$500,000 \$1,000 Deductible

AUTOMOBILE COVERAGE

☒ **Automobile Liability**
Limit \$1,000,000 \$0 Deductible

☒ All Owned
Specifically Described Autos
☒ Hired Autos
☒ Non-Owned Autos

☒ **Automobile Physical Damage**
☒ Comprehensive See Schedule for Deductible
☒ Collision See Schedule for Deductible
☒ Hired Auto with limit of \$100,000

Garage Keepers
Liability Limit
Liability Deductible
Comprehensive Deductible
Collision Deductible

NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

Description of Operations/ Locations/ Vehicles/Special items-(This section completed by member's agent, who bears complete responsibility and liability for its accuracy):
Certificate Holder included as Additional Insured with respect to the Marathon High School Fire Academy. General Liability limits are Per Occurrence.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
Public Risk Underwriters®
P.O. Box 958455
Lake Mary, FL 32795-8455

CANCELLATIONS
SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

Producer
Public Risk Insurance Advisors
220 South Ridgewood Avenue, Suite 210,
Daytona Beach, FL 32114


AUTHORIZED REPRESENTATIVE

PGIT-CERT (1/19) PRINT FORM

08/18/2020



08/18/2020

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

Re: Coverage Agreement - PK FL1 0442900 19-04
City of Marathon
Effective Date: 10/01/2019 TO 10/01/2020

To Whom It May Concern:

Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.

Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.

We appreciate your understanding.

Margaret E. Gross, CPCU
Director of Underwriting

If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.

Administered by PUBLIC RISK UNDERWRITERS
P.O. Box 958455 ♦Lake Mary, FL 32795-8455 ♦Phone: 321-832-1450♦Fax: 321-832-1489

CERTIFICATE OF COVERAGE
ISSUED ON: 08/18/2020
COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST
PACKAGE AGREEMENT NUMBER: WC FL1 0442900 19-03
COVERAGE PERIOD: 10/01/2019 TO 10/01/2020 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
Monroe County School District - Division of Career and Technical Education
241 Trumbo Road
Key West , FL 33040

Designated Member
City of Marathon
9805 Overseas Highway
Marathon , FL 33050

LIABILITY COVERAGE

Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury:

Limit	Deductible
Employee Benefits Liability	
Limit	Deductible
Employment Practices Liability	
Limit	Deductible
Public Officials Liability	
Limit	Deductible
Law Enforcement Liability	
Limit	Deductible

WORKERS' COMPENSATION COVERAGE
WC AGREEMENT NUMBER: WC FL1 0442900 19-03

Self Insured Workers' Compensation

X Statutory Workers' Compensation

X Employers Liability
\$ 1,000,000 Each Accident
\$ 1,000,000 By Disease
\$ 1,000,000 Aggregate Disease

PROPERTY COVERAGE

Buildings & Personal Property

Limit: Per schedule on file with Trust Deductible

Note: See coverage agreement for wind, flood, and other deductibles.

Rented, Borrowed and Leased Equipment

Limit: \$ 0 TIV See Schedule for Deductible

Total All other Inland Marine

Limit: \$ 0 TIV See Schedule for Deductible

CRIME COVERAGE

Employee Dishonesty

Limit Deductible

Forgery or Alteration

Limit Deductible

Theft Disappearance & Destruction

Limit Deductible

Computer Fraud

Limit Deductible

AUTOMOBILE COVERAGE

Automobile Liability

Limit Deductible

All Owned
Specifically Described Autos
Hired Autos
Non-Owned Autos

Automobile Physical Damage

Comprehensive See Schedule for Deductible
Collision See Schedule for Deductible
Hired Auto with limit of

Garage Keepers

Liability Limit
Liability Deductible
Comprehensive Deductible
Collision Deductible

NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

Description of Operations/ Locations/ Vehicles/Special items-(This section completed by member's agent, who bears complete responsibility and liability for its accuracy):
Certificate of Insurance issued with respect to the Marathon High School Fire Academy.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
Public Risk Underwriters®
P.O. Box 958455
Lake Mary, FL 32795-8455

CANCELLATIONS
SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

Producer
Public Risk Insurance Advisors
220 South Ridgewood Avenue, Suite 210 ,
Daytona Beach , FL 32114



AUTHORIZED REPRESENTATIVE

PGIT-CERT (1/19) PRINT FORM

08/18/2020



08/18/2020

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

Re: Coverage Agreement - WC FL1 0442900 19-03
City of Marathon
Effective Date: 10/01/2019 TO 10/01/2020

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We appreciate your understanding.

Margaret E. Gross, CPCU
Director of Underwriting

If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.

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P.O. Box 958455 ♦Lake Mary, FL 32795-8455 ♦Phone: 321-832-1450♦Fax: 321-832-1489