



# Monroe County School District

Superintendent of Schools  
Mark T. Porter

## Board Rationale

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**File #:** RES 18-179

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### **TITLE**

Approval of Memorandum of Understanding with City of Key West Fire Department.

### **BACKGROUND INFORMATION**

The Memorandum is to provide the students of Monroe County, primarily Key West High School, with Fire Fighter 1 training and certifications. A secondary certificate may be earned as an Emergency Medical Responder (EMR). The students will be trained in local firehouses, as well as the Marathon training center. This program provides a valuable service to the students and the community.

### **BUDGET INFORMATION**

Item Budgeted? Yes

Total Cost: NTE \$50,000.00

Budget Coding: 110.5300.310.9104.7210

Requisition Attached? [Yes / No / N/A]

### **CONTRACT INFORMATION**

Contract with: City of Key West

Contract value: \$\_\_\_\_

Budget coding: \_\_\_\_

Contract Purpose / Description: To provide education services in the area of firefighting and EMR to Monroe County School District students.

Contract Originator: Gerald Caputo, Director, Adult and Career Education

Board Meeting Date: April 10, 2018

### **RECOMMENDATION**

**Approval of Memorandum of Understanding with City of Key West Fire Department**



LSM326 DEPENDENT

**MEMORANDUM OF UNDERSTANDING**  
**Between the Monroe County School District**  
**And**  
**The City of Key West, 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 Key West, Florida, a municipal corporation (hereinafter “City”).

**PURPOSE:** The purpose of this MOU is to enable the MCSD’s Fire Academy at Key West 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, 2019.

**SCOPE OF SERVICES:**

A. The City represents that the Lead Instructor of the program operated with respect to this MOU possesses 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 materials furnished with respect to this MOU shall be adequate and suitable for the programs operated and the number of students in attendance. The cost of providing the specified instructional materials is not included in the amount to be paid per student hour set forth in paragraph E hereunder. The City’s Fire Department and the MCSD Regional Occupational Program shall mutually agree upon the purchase of equipment.

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 \$50,000 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 \$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 herein.

F. Neither the MCSD nor the City of Key West 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 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 Key West Self-Insurance program. City of Key West 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 Key West 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 Key West 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 Key West 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 of Key West Fire Department:**

City of Key West Fire Department  
P.O. Box 1409  
Key West, FL 33041

#### **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.

SCHOOL BOARD OF MONROE COUNTY, FLORIDA

  
\_\_\_\_\_  
SIGNATURE OF CHAIRPERSON

April 10, 2018

DATE



CITY OF KEY WEST, FLORIDA

By: \_\_\_\_\_

\_\_\_\_\_  
James Scholl, City Manager

ATTEST:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Cheryl Smith, City Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> World Risk Management LLC a member of: Ballator Insurance Group 20 N Orange Ave Ste 500 Orlando FL 32801		<b>CONTACT NAME:</b> Cee Cee Wieland <b>PHONE (A/C, No, Ext):</b> (407) 445-2414 <b>E-MAIL ADDRESS:</b> Ceecee.wieland@wrmlc.com <b>FAX (A/C, No):</b> (407) 445-2868	
<b>INSURED</b> City of Key West P.O Box 1409 Key West FL 33040		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Public Risk Management of Florida <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 58159	

**COVERAGES****CERTIFICATE NUMBER:** CL1792501191**REVISION NUMBER:**

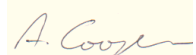
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PRM 017-004	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ EXCLUDED				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$	
						PRODUCTS - COMP/OP AGG \$	
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> APD <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PRM 017-004	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						Comp/Coll \$1000 Ded \$	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PRM 017-004	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

With respects to the listed coverages held by the named insured, as evidence of insurance for Key West Fire Academy Training to High School Students at Key West High School.

**CERTIFICATE HOLDER****CANCELLATION**

Monroe County School District Melissa McLaughlin 241 Trumbo Road Key West FL 33040	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
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