

COUNCIL AGENDA STATEMENT



Meeting Date: February 14, 2017

To: Honorable Mayor and City Councilmembers

From: Staff

Through: Charles Lindsey, City Manager

Agenda Item: **Resolution 2017-09**, Adopting a Use Policy for City Meeting Room Facilities; Providing for Conflicts and Severability and Providing for an Effective Date.

BACKGROUND & JUSTIFICATION:

The demand from other agencies for the City's meeting rooms at the Fire Station and our new Council Chambers has grown. The City's meeting room facilities will be primarily used for official City business, and the City will have priority over all other requests. This policy allows for our facilities to be used for meetings that are beneficial to the community and other governmental agencies.

The City policy will also allow the City to recoup costs associated with staff time to operate and maintaining the facilities when other governmental agencies and meetings benefiting our community use our meeting facilities. The facility use fees are similar to what the County charges for use of their meeting rooms and have been calculated to cover staff and overtime costs. The policy will also ensure our facilities are used appropriately and protected from deterioration.

CONSISTANCY CHECKLIST:

- | | <u>YES</u> | <u>NO</u> |
|---------------------------------|------------|-----------|
| 1. Comprehensive Plan | N/A | |
| 2. Land Development Regulations | N/A | |

FISCAL NOTE:

Approved by Finance Director:

RECOMMENDATION: Approval of Resolution.

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA
RESOLUTION 2017-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, ADOPTING A USE POLICY FOR CITY
MEETING ROOM FACILITIES; PROVIDING FOR CONFLICTS AND
SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the primary purpose of the City of Marathon Facilities is to provide for the legislative and administrative operations and programs of the City for the community; and

WHEREAS, the City of Marathon (the City) has determined that providing access to certain City owned facilities designated for public use is beneficial to the Community; and

WHEREAS, official City business, programs and activities shall have priority use of all City Facilities; and

WHEREAS, a Use Policy for City Meeting Room Facilities will assure that the City protects and maintains these facilities and assets for the public good; and

WHEREAS, the demand for the use of City Meeting Room facilities has grown and is anticipated to have continued demand in the future; and

WHEREAS, the Meeting Facility Use Policy will also ensure that the facilities are used appropriately and our assets are maintained and protected for future generations.

**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 incorporated herein.

Section 2. The City of Marathon Policy & Procedures Guide for City Meeting Room Facilities, a copy of which is attached as Exhibit A, is hereby adopted.

Section 3. This resolution shall take effect immediately.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, THIS 14th DAY OF FEBRUARY, 2017.**

THE CITY OF MARATHON, FLORIDA

Dr. Daniel Zieg, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

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:**

David Migut, City Attorney



City of Marathon Policy and Procedures for Meeting Room Facility Use

This policy and procedures are for the following meeting rooms and facilities:

Fire Station 14 Training Room, 8900 Overseas Hwy. 305-743-5266

City Hall Council Chambers, 9805 Overseas Hwy. 305-289-4130

Government organizations requesting use of City facilities are subject to the following rules, regulations and procedures.

City facilities are to be used for meetings; they are not an event venue. The Council Chambers are for Governmental Meetings, and to be used by organizations that have a direct effect on City business or operations. The Fire Department Training Room is available to City of Marathon Council, Commissions, Committees, Boards, staff and other local, state and federal government organizations, and not for profit groups.

City Council and other City of Marathon Staff and Committee or Fire Department Operations will take precedent over other groups when scheduling the use of the facilities. Once another organization has booked the room however, every effort shall be made to avoid a forced cancellation in favor of the City agency. The City reserves the right to cancel or reschedule any program when necessary.

Fees will be charged for the use of the premises when such use requires expenditures of City funds which would not be expended except for the act of making the meeting room available for such use and normal wear and tear. This charge shall compensate the City of the provided service only and fees will be adjusted from time to time to reflect current costs. With the exception listed below, fees will not be waived. **FEES ARE NON REFUNDABLE AND ARE DUE TEN DAYS PRIOR TO THE MEETING.**

If the meeting requires additional time other than what was originally scheduled and stated on the request, the additional time owed the City will be invoiced at the applicable rate. Should any individual or group not pay these additional charges within thirty (30) days, then they will be denied use of any City facility until the City has been reimbursed for these charges and that sponsor, group, organization, agency, etc. will not be permitted to use any City facility until payment in full for any and or outstanding invoices for payment has been received by the City.

If the meeting will be held without utilizing technology equipment and is held in coordination with a City of Marathon approved staff sponsor, there will be no charge for the meeting. An approved sponsoring staff member is a City Employee designated by the City Manager or his designee. The sponsor will schedule the facility, open and close access to the facility and must remain in the facility at all times. The sponsoring Staff member will have to sign for an access key and will be responsible for its safe keeping and return as well as the condition of the facility.

Facilities may be booked up to three (3) months in advance on a first come/first served basis. Facilities may not be utilized before 8:00 am or after 9:30 pm. When scheduling a meeting room, occupancy load will also be determining factor for the location; for groups of 40 people or less, the Fire Station Training (meeting) Room will be utilized. The maximum occupancy for the Council Chambers is 156 people. The Occupancy load limits for City facilities will be strictly enforced based on Florida Statute and the Florida Fire Prevention Code.

Refreshments (other than water) and food may only be served by permission and special arrangements must be made for refreshment and food breaks in the corridor outside the Council Chambers. Cooking facilities, coffee machines, eating utensils, etc. are not available for meeting use. No food may be brought inside the Council Chambers or training meeting room without prior permission. Smoking is available in designated areas only. Alcoholic beverages are prohibited unless prior approval is granted by motion of the City Council. The sponsor will be responsible for concurrence with applicable state permits and additional insurance as may be required by the City of Marathon Insurance Administrator.

If the furniture must be configured or arranged differently, a maintenance technician must be used to adjust the room configuration and will be charged one additional hour of time for set up and configuration back to original setup will be charged unless an approved sponsor is utilized to ensure no damage occurs. The dais is reserved for the Council or Commission use only. If utilizing an approved sponsor, groups utilizing the meeting room are responsible for any needed arrangement of furniture before their meeting as well as rearranging the furniture back to the original configuration of the room at the conclusion and disposing or recycling of any trash and any other materials brought in.

Technological Services: There are no technical services available in the Fire Department Training Room. All requests for equipment shall be made at the time the room is reserved and will be charged a technology technician rate. Special requests for equipment after reservation or during a meeting may be denied. City staff will make available lighting and air conditioning at the regular rate. All users are required to make arrangements to supply their own supplies, copies computers and projectors. The technology rate will be charged for use of the City's technology equipment (audio visual, public address system, televisions) in the Chambers.

Training Room: The Fire Department Station #14 facility is an active working fire station. There may be interruptions during meeting due to fire rescue activity. Fire/rescue tones will be announced over the radio system, fire apparatus and rescue vehicles will be coming and going. Children must be monitored at all times. All FAA and Homeland Security rules must be followed as Station 14 is on airport property.

No persons are permitted in the following areas unless accompanied by fire personnel: administration area, second floor, apparatus bay floor, the rear apron which has access to the airfield.

Parking spaces are very limited and all facility users are to be aware of the limitations when trying to accommodate a large group. Parking is not permitted on the apparatus ramps nor will they be allowed to block any apparatus. We will attempt to locate the person responsible if this should occur. If the person cannot be located in a timely manner, their vehicle will be towed.

All users of the facility are required to make arrangements to supply their own equipment, supplies, copies, and computers. There are no Fire Department Office Equipment or Amenities available.

Smoking is allowed only in the established smoking area. Ash and cigarette butt cans are provided. Cooking facilities, coffee machines and eating utensils, and etc. are not available. Breakfast, Lunches and Dinners are not allowed. Users will be required to clean the facility at the completion of their use and arrange the rooms to way they were found. All trash shall be disposed of and any other materials brought in carried out.

The occupancy load for the Training Room is 40 people. The Occupancy load limit shall be strictly enforced based on Florida Statute and the Florida Fire Prevention Code.

Exhibits:

Exhibit A - Fee Schedule

Exhibit B - Hold Harmless and Indemnity Agreement

Exhibit C – Request for Use Form

Exhibit A:

CITY OF MARATHON MEETING ROOM FACILITY USE FEES

Regular Hours Monday - Friday 8:00 am - 5 pm Charge per hour		Overtime Hours 5:01 pm - 9:30 pm Weekends and Holidays Charge per hour	
* Maintenance Tech (if applicable)	\$40 .00 per hour	* Maintenance Tech (if applicable)	60.00 per hour
* Technology Tech (if applicable)	\$50.00 Per Hour	* Technology Tech (if applicable)	75.00 per hour
Facility Use Charge	\$30.00 per hour	Facility Use Charge	\$30.00 per hour
* at least one maintenance tech or one technology tech fee will be charged per hour, to be determined by the City based upon request for use.			

FEES ARE NON REFUNDABLE AND ARE DUE TEN DAYS PRIOR TO A MEETING.



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, FL 33050
Phone (305) 743-0033 Fax (305) 743-3667 www.ci.marathon.fl.us

Indemnification and Hold Harmless Agreement

This Use, Indemnification and Hold Harmless Agreement (the "Agreement") dated this ___ day of _____, 20___, executed by _____ (the "Indemnitor") in favor of The City of Marathon, Florida (the "City").

WITNESSETH

WHEREAS, the Indemnitor has applied to the City for a Permit to hold an event on City property located at _____ (the "Property"); and

WHEREAS, as a condition of approval of the Permit, the Indemnitor has agreed to provide this indemnification and Hold Harmless to the City, including the insurance provisions.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, Indemnitor agrees:

- 1. Indemnification and Hold Harmless. The Indemnitor covenants and agrees that it will indemnify, defend and hold harmless the City, its elected officials, its employees, agents consultants, legal counsel, and volunteers from any and all claims including bodily injury or property damage, liabilities, losses, damages, fines, costs, fees, and expenses including attorney's fees and costs (at both the trial and appellate levels) arising out of or in any way relating to the Indemnitor's activities upon the Property, including, without limitation claims of third parties for property damage or for bodily injuries and any and all expenses or obligations including reasonable attorneys' fees and costs.
2. Insurance. The Indemnitor hereby represents to the City that it has obtained the required insurance naming the City as an additional insured for the minimum coverage amounts specified by the City Manager and has provided the City with a Certificate of Insurance. The Indemnitor further represents that the Insurance Certificates delivered to the City are in full force and effect and shall not be cancelled prior to the event.
3. Clean-up. The Indemnitor shall be responsible for maintenance of the Property during the event period. The Indemnitor shall remove all trash and debris accumulated during the event period from the Property and shall return the Property to the Contractor in the same condition as received. If the Property is not returned in the same condition, Indemnitor agrees to pay actual costs of clean up.
4. Personal Property. All personal property placed at the Property by the Indemnitor shall be at the risk of the Indemnitor and the City shall not be liable for any loss or damage to the Indemnitor's personal property located thereon for any reason whatsoever. The Indemnitor agrees and understands that the City does not and shall not carry liability, theft or fire insurance on said property to cover the Indemnitor's interest therein.
5. Survival of Terms. The hold harmless and indemnifications provided in this Agreement shall survive termination of the event.
6. Release. The Indemnitor shall additionally hold harmless and release the City Manager or his designee from any claims for damages, including but not limited to economic consequential or other monetary damages suffered by the Indemnitor, in the event that the City Manager or his designee revokes the Permit or otherwise stops the event due to the Indemnitor's violations of any conditions of the Permit, applicable laws or City regulations.
7. Successors or Assigns. This Agreement shall be binding on the Indemnitor's successors, assigns or heirs and run in favor of City's successors and assigns.

IN WITNESS WHEREOF, Indemnitor has executed this Agreement.

INDEMNITOR:

Signature _____ Date _____ Signature _____ Date _____
Print Name _____ Print Name _____

NOTARY STATE OF FLORIDA, COUNTY OF MONROE
The foregoing instrument was acknowledged before me on this ___ day of _____, 20___, by _____ who is personally known or who produced _____ for identification.
Signature of Notary Public - State of Florida _____ My commission Expires _____



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, FL 33050
Phone (305) 743-0033 | www.ci.marathon.fl.us

Request For Use of City of Marathon Meeting Room

Name: _____

Name of Organization: _____

Billing Address: _____

Email: _____ Phone Number: _____

Specify Requested Meeting Room:

Fire Station 14 (Occupancy 70)

City Council Chambers (Occupancy 156 max)

Requested Date(s) : _____

Start Time: _____ Finish Time: _____

Facilities may not be utilized before 8:00 am or after 9:30 pm

Alternate Date(s): _____

Name and brief description of meeting:

Expected number of Participants: _____

Will you need use of City technical equipment?

Yes

No

Previous history of holding similar meeting:

The signature below acknowledges receipt of the Policy and Procedures for Meeting Room Facility Use that is attached to this document.

Signature

Printed Name

Date

FOR CITY USE

Received Date: _____

Coordination with: _____ IT Department: _____

Staff Sponsor(s) to be present: _____

For Technology (if required) _____

Facility Access Issued (sign out): _____

Insurance Administrator (if needed): _____

Janitorial Services: _____

Items Attached: Hold Harmless Signed Request Insurance

Approved: Yes No Date Approved: _____

Number of Hours: _____ Fees to be Charged: _____

Date Modified: Jan-2017