

**RESOLUTION NO. 00-06-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA; AUTHORIZING A GRANT TO THE SCHOOL DISTRICT OF MONROE COUNTY IN THE AMOUNT OF \$14,000 TO FUND A SUMMER CHILDREN'S RECREATION PROGRAM; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the residents of the City of Marathon include children and the current programs available for children during the summer school break are inadequately funded by Monroe County; and

**WHEREAS**, the School District of Monroe County requested the City Council to provide funds to support a summer recreation program for local children ; and

**WHEREAS**, the City Council finds it in the public interest to fund such a program.


**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.     Authorization. The City Council approves a grant to the School District of Monroe County in the amount of \$14,000.00. The City Manager is authorized to administer the grant, including release of funds, requiring reports from the grantee in order to adequately monitor and evaluate the program

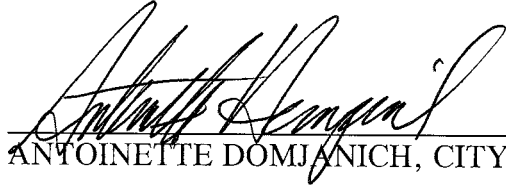
Section .3     Effective Date. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 6th day of June, 2000.



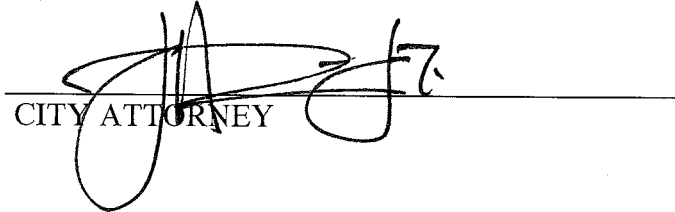
ROBERT MILLER, MAYOR

ATTEST:



ANTOINETTE DOMJANICH, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY

AMENDED

**INTERLOCAL AGREEMENT**  
**PURSUANT TO FLORIDA INTERLOCAL COOPERATION ACT OF 1969**  
**(Chapter 163, Florida Statutes)**

Agreement effective the 28 day of July 2000, at Key West, Monroe County, Florida, by and between the School District of Monroe County, Florida (hereinafter the District), and the City of Marathon Florida, (hereinafter Marathon).

Whereas, the District and Marathon desires to provide summer recreational opportunities and services to the youth of Monroe County, Florida; and

Whereas the District has facilities and trained personnel at its disposal for use in providing summer recreational opportunities and services to the youth of Monroe County; and

Whereas the City of Marathon has offered to fund a portion of the costs of operating the summer recreational program operated by the District; and

Whereas, Marathon is the fiscal agent and the District is the administrating agent;

Now, therefore Marathon and the District hereby agree as follows:

1. **SERVICES TO BE PROVIDED:** The District agrees to provide supervised recreational programs during the time periods specified and consisting of the activities described in Schedule A attached hereto. The program site for provision of these activities shall be Marathon High School, Marathon, Florida.
2. **TRANSPORTATION OF YOUTH:** The District, utilizing District-owned school buses shall provide transportation opportunities to and from scheduled off-site program locations, as well as to and from the program sites. Pick-up locations and time shall be in accordance with Schedule B attached hereto.
3. **SUPERVISION OF PROGRAM ACTIVITIES:** The District, utilizing as much as possible district employees, shall provide Program Instructors and Instructor Aids to supervise participants and provide instructional and training activities.
4. **EQUIPMENT AND SUPPLIES:** The District shall be responsible for purchasing the necessary equipment, games and materials and consumable supplies required for program activities and the District shall be responsible for storage and distribution of said items as received. Any materials and supplies purchased for the program will not exceed the amount budgeted of \$1,464.36

5. **FACILITIES OPERATION:** The District shall be responsible for providing on-site program clerical assistance and informational services during the program's operation hours, and shall have telephonic resources available for both in coming and out going calls.
6. **FIRST AID FACILITIES AND PERSONNEL:** The District at each program site shall have available sufficient first aid supplies required for use in attending to minor injuries. Additionally, first aid trained personnel shall be available for attending to minor injuries as may be required.
7. **COMPENSATION TO PROGRAM PERSONNEL:** The District shall be responsible for determining the amounts of compensation and times for payments of Instructor Aides, School Bus Operators, and other personnel providing services under this Agreement. District Worker's Compensation coverage through its Insurance Program for these personnel. The director, instructors or instructor aids who are school board employees during the regular school year shall be employed by the District as temporary employees and paid a stipend in accordance with District Payroll time periods and procedures. Those employees not employed by the District during the regular school year will be employed through contracted services. Marathon has agreed to reimburse the District up to \$14,000.00. The District will submit an invoice with supporting documentation to the Marathon Finance Department, 11090 Overseas Highway, Marathon Florida, 33050.
8. **INVOLVEMENT OF MARATHON:** Marathon's sole involvement in the performance of this agreement is to reimburse the District at the completion of the program. Marathon and the District specifically agree that the District shall be solely responsible for the planning, operation, supervision, control and direction of the program and services contemplated under this Agreement. The intent of this section is that Marathon shall only be considered to be a supplier of funds and not an active participant in the performance of the Districts' obligations under this agreement. Marathon will allocate up to \$14,000.00 to fund the 2000 Summer Recreation Program. The District/Marathon Summer Recreation Program will run five (5) days a week for six (6) weeks. The program will coincide with the District's summer school.
9. **ACCOUNTING AND INSPECTION:** The District shall be responsible for receiving, generating and maintaining documentation in such form and content as may be required by the Office of the Auditor General of Florida in accordance with generally accepted accounting practices. The District shall, from time to time, provide Marathon with copies of such documentation and shall permit access by agents or employees of Marathon to the books, charts of its accounts, and other documents relative to this agreement. The District agrees to assign unique and distinct Project Accounting codes for expenditures made pursuant to this Agreement. At the conclusion of the District Summer Recreational Opportunities Program the District shall provide a program report which outlines the number of children in the program, the actual cost of the program, and a description of the activities provided.

10. **CONSIDERATION:** As consideration for this Agreement, Marathon agrees that (1) Marathon will not compete with the District by providing organized Summer Youth Recreation Programs, for year 2000, and (2) Marathon shall upon conclusion of the Summer Youth Recreation Program and within thirty (30) days of the receipt of a complete and correct invoice from the District, pay to the District the sum of all invoices and prior to October 1, 2000 pay only the reimbursement of actual cost to the Summer Youth Program.
11. **USE OF FUNDS:** The District shall expend the funds received hereunder in accordance with Schedule C attached hereto; to the most practical extent possible.
12. **NON-RELIANCE BY NON-PARTIES:** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third party claim or entitlement to or benefit of any service or program contemplated hereunder, and the District and Marathon agree that neither the District nor Marathon, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals have entitlement or benefits under this Agreement separate and apart, inferior to, or Superior to the community in general or the general target population contemplated in this Agreement.
13. **DISTRICT RESERVATION OF RIGHT TO MODIFY:** The District reserves the right to modify from time to time any of the services or programs contemplated hereunder, but such modifications shall not operate or have the effect of resulting in nonperformance of any of the obligations of the District hereunder, nor result in a realignment of budget categories for expenditures in an amount in excess of ten percent (10%). The Marathon contribution is limited to \$14,000 as described in section 7.

THE DISTRICT SCHOOL BOARD  
OF MONROE COUNTY FLORIDA

(SEAL)

BY: Andy J. H.  
CHAIRPERSON

ATTEST: Michael J. Lannon  
MICHAEL J. LANNON, SUPERINTENDENT

THE CITY OF MARATHON FLORIDA

(SEAL)

BY: Robert K. Miller  
By: Robert K. Miller, Mayor

## SCHEDULE A

### SUMMER RECREATION ACTIVITIES

(June 19 - July 14 - 5 day per week for 4 weeks) '

#### A. *Sports Activities*

- |                |                      |                     |
|----------------|----------------------|---------------------|
| 1. Aerobics    | 7. Creative Movement | 13. Snorkeling      |
| 2. Baseball    | 8. Football          | 14. Softball        |
| 3. Basketball  | 9. Gymnastics        | 15. Swimming        |
| 4. Board Games | 10. Weightlifting    | 16. Soccer          |
| 5. Bowling     | 11. Kickball         | 17. Track & Field   |
| 6. Boating     | 12. Roller Skating   | 18. Wrestling – TBA |

6.

#### B. *Arts and Crafts Activities*

- |                            |                      |                         |
|----------------------------|----------------------|-------------------------|
| 1. Beach Buckets           | 13. Macaroni Designs | 25. Story Telling       |
| 2. Bubble Making           | 14. Magic Tricks     | 26. Story Telling       |
| 3. Ceramics                | 15. Mirroring        | 27. Stuffed Fish        |
| 4. Collage                 | 16. Movies           | 28. Styrofoam Collages  |
| 5. Coral Reef Filmstrips   | 17. Outside Games    | 29. Tempera Painting    |
| 6. Dough Art               | 18. Pantomime        | 30. Textural Painting   |
| 7. Flying Machines (paper) | 19. Paper Weaving    | 31. Tinfoil Sculptures  |
| 8. Group Games             | 20. Potato Prints    | 32. Tissue Pictures     |
| 9. Hand Puppets            | 21. Pottery          | 33. Underwater Drawings |
| 10. Indian prints          | 22. Printing         | 34.. Water Colors       |
| 11. Joke Telling           | 23. Sand Painting    | 35. Weed Weaving        |
| 12. Kites                  | 24. Scavenger Hunts  | 36. Woven Mobiles       |

#### C. *Computer Related Activities*

#### D. *Field Trips*

# **SCHEDULE B** **BUS SCHEDULE**

## **Switlik/MMS Recreation** **Program Only - route 1**

7:45	Couch Key
7:50	Duck Key/US 1
7:52	Jolly Roger
7:53	Lion's Lair
7:55	Guava/US 1
7:59	Coco Palm/US 1
8:00	Key Colony Beach (Clara)
8:01	122nd Street/US 1
8:04	114th/US 1 (Gulf)
8:08	114th/US 1 (Ocean)
8:15	Eastwind Apts.
8:20	41st Street

## **Switlik/MMS Recreation** **Program Only - route 2**

8:00	11th Street/US 1
8:02	15th Street/US 1
8:03	25th Street/US 1
8:04	37th Street/US 1
8:06	46th Street/US 1
8:08	52nd Street/US 1
8:10	63rd Street/US 1
8:11	68th Street/US 1
8:12	73rd Street/US 1
8:13	84th Street/US 1
8:14	92nd Street/US 1
8:16	97th Street/US 1
8:18	105th Street/US 1
8:19	110th Street/US 1
8:20	109th Street/3rd Avenue
8:21	Stirrup Key
8:22	Mango Lane
8:23	Dolphin/Aviation
8:25	Lagoon Motel

## SCHEDULE C

### Funding from City of Marathon (Personnel)

Positions: 6 hours/day, 5 days/week, 6 weeks

(1) Director (degree) @ \$15.00 an hour  
 $1 \times 15.00 \times 6 \times 5 \times 6 = \$2700.00$   
FICA (7.65%) = 206.55  
\$2706.55

(2) Instructors @ \$11.55/hr  
 $2 \times 11.55 \times 6 \times 5 \times 6 = \$4158.00$   
FICA = 318.09  
\$4476.09

TOTAL \$7382.64

### Funding from MCSD (Personnel)

(1) Aide (H/S grad or above) @ \$7.55/hr  
 $1 \times 7.55 \times 6 \times 5 \times 6 = \$1359.00$   
FICA 103.96

TOTAL \$1462.96

NOTE: A \$500 sign-on bonus will be paid to all personnel completing satisfactorily the 6-week program by the City of Marathon. July 4<sup>th</sup> will be a paid holiday.

$4 \times \$500 = \$2000.00$   
FICA 153.00

TOTAL \$2153.00

### Funding from City of Marathon

Transportation, field trips \$3000.00  
And Admission Costs  
Material/Supplies 1464.36  
TOTAL \$4464.36

### Budget Recap

City of Marathon	\$14,000.00
MCSD	<u>\$1462.96</u>
Total amount to Operate program	\$15,462.96