

RESOLUTION NO. 00-12-83

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND MONROE COUNTY REGARDING THE BOOT KEY HARBOR MARINA; AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon, Florida (the "City") desires to enter into a Memorandum of Understanding with Monroe County regarding Boot Key Harbor Marina.

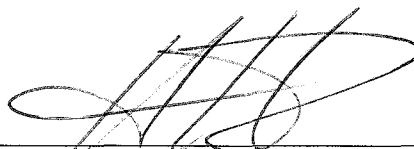
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:**

Section 1.     Recitals. The above recital is true and correct and is incorporated herein by this reference.

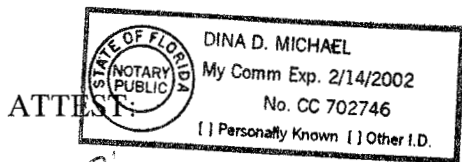
Section 2.     The Agreement. The Memorandum of Understanding between the City and Monroe County regarding the Boot Key Harbor Marina in substantially the form attached as Exhibit "A" is approved. The City Manager and City Attorney are authorized to finalize the terms and conditions of the Agreement and the Mayor is authorized to execute said Agreement on behalf of the City.

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

PASSED AND ADOPTED the 12<sup>th</sup> day of December, 2000.

A handwritten signature in black ink, appearing to read 'R. Miller', is written over a horizontal line.

ROBERT MILLER, MAYOR



*Dina D. Michael*

CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY

*M. B. O.*

CITY ATTORNEY

## INTERLOCAL AGREEMENT

THIS Interlocal Agreement is entered by and between Monroe County, (County) a political subdivision of the State of Florida, whose address is Public Service Building, 5100 College Road, Key West, FL 33040 and the City of Marathon (City), a municipal corporation, whose address is PO Box 500430, Marathon, FL 33050.

WHEREAS, The County and the City find that is in the best interest of the residents and the public who are dependent on access to Boot Key via the Boot Key bridge (the "Bridge") to maintain normal operation of the Bridge; and

WHEREAS, the City agrees to share equally with the County the normal expenses attributed to the bridge tender payroll in operation of the Boot Key Bridge; and

WHEREAS, in exchange, the County agrees to reinstate normal operation of the Bridge operation until resolution of the attendant problems are reached; now, therefore

IN CONSIDERATION of the mutual consideration and promises set forth below, the parties agree as follows:

1. Bridge Operation. The County shall reinstate normal operation of the Bridge effective immediately such that the City residents and the public shall have normal access to Boot Key. The City is responsible for employing the requisite bridge tenders with their compensation and associated costs paid pursuant to paragraph 2 of this Agreement.

2. Finances. The City and the County shall share equally in the normal expenses attributed to the bridge tender payroll in operation of the Bridge. The County shall reimburse the City for such expenses based upon monthly invoices submitted by the City to the County Administrator.

3. Pending Transition issues. The parties acknowledge that there are unresolved issues relating to other transition matters between the City and the County and agree that by executing this Agreement, each party expressly reserves whatever right it may have to take any and all actions with respect to such pending issues.

FILED FOR RECORD  
09 DEC 22 AM 9:4  
CLK. CH. C  
MARION L. HOLHAGE  
CLERK OF CIRCUIT COURT  
MONROE COUNTY, FLA.

4. Term. This Agreement shall remain in effect for sixty (60) days from the date written below.

5. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, hand-delivered, or overnight delivery addressed as follows (or any other address that the party to be notified may have designated to the sender by the like notice):

The County:

Mr. James Roberts, County Administrator  
Public Service Building, Wing II  
5100 College Road  
Key West, FL 33040

James Hendrick, Esq.  
County Attorney  
PO Box 1026  
Key West, FL 33041-1026

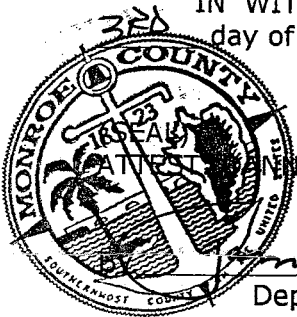
The City:

Mr. Craig Wrathell,  
City Manager  
City of Marathon  
11090 Overseas Highway  
Marathon, FL 33050

Nina L. Boniske, Esq.  
Marathon City Attorney  
Weiss Serota Helfman Pastoriza  
2665 S Bayshore Drive #420  
Miami, FL 33133

6. Termination. This Agreement may be terminated upon written notification by either party to the other based upon an action to terminate approved by either of their respective governing bodies.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of NOVEMBER, 2000.

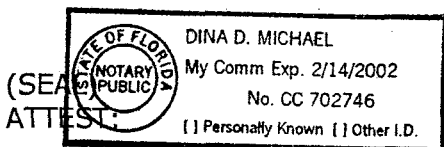


ATTEST: JIMMY L. KOLHAGE, CLERK

*[Signature]*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

BY *[Signature: Shirley Freeman]*  
Mayor/Chairman



By *[Signature: Dina D. Michael]*

City Clerk

CITY OF MARATHON, FLORIDA

By *[Signature]*  
Mayor

jdiacomboot

*[Signature]*  
City Attorney  
12/4/00

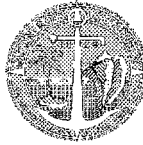
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY.

BY *[Signature]*  
JAMES T. HENDRICK  
DATE 10-24-00



BOARD OF COUNTY COMMISSIONERS  
MAYOR George Neugent, District 2  
Mayor Pro tem Nora Williams, District 4  
Dixie Spehar, District 1  
Murray Nelson, District 5  
Charles McCoy, District 3

Office of the County Attorney  
PO Box 1026  
Key West, FL 33041-1026  
305/292-3470 - Phone  
305/292-3516 - Fax  
Attn: Jan Hotalen



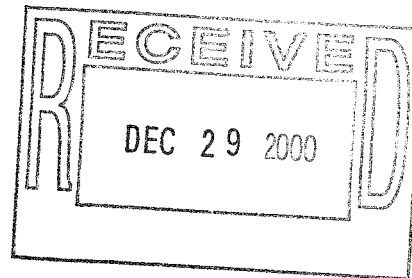
## *LETTER OF TRANSMITTAL*

DATE: December 28, 2000

TO: Craig Wrathell  
City Manager

FROM: Jan Hotalen  
County Attorney's Office

RE: Interlocal Agreement for the temporary operation of the Boot Key Bridge



Enclosed please find a fully executed certified copy of the above referenced Agreement.

Which is attached  X  under separate cover via \_\_\_\_\_

INSTRUCTIONS: