

RESOLUTION NO. 00-12-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND MONROE COUNTY FOR TRANSITION OF SERVICES AND TRANSFER OF PROPERTIES; 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 an Interlocal Agreement with Monroe County regarding the transition of services and the transfer of properties.

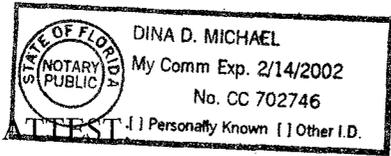
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:

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

Section 2. The Interlocal Agreement between the City and Monroe County for Transition of Services and Transfer of Properties 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 12TH day of December, 2000.



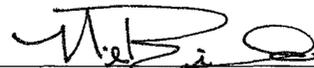


ROBERT MILLER, MAYOR



CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY

Exhibit "A"

Please note that the original Agreement transmitted to Monroe County, upon City Council's approval, was found to be unacceptable to Monroe County.

Upon deliberations between Monroe County and Craig Wrathell, City Manager, a Memorandum of Understanding, dated May 16, 2001, was established and signed on behalf of the City on October 9, 2001.

Therefore, attached please find a copy of that Memorandum of Understanding as Exhibit "A".

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between Monroe County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the City of Marathon, Florida, (hereinafter referred to as the "City"), this 16th day of MAY, 2001.

WITNESSETH:

WHEREAS, the City was incorporated on November 30, 1999 pursuant to Chapter 99-427 Florida Statutes, and became operational on February 24, 2000; and

WHEREAS, the City and the County have been negotiating transition issues relating to the transfer to the City of certain impact fees, infrastructure and properties which are presently held or owned by the County, and the continued use of the County's transfer station for waste haul-out purposes; and

WHEREAS, it is the desire of the City and the County to amicably resolve the issues between them for their mutual benefit and in the best interests of their constituents.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the City and the County agree as follows:

1. Recitals. The above stated recitals are a true and accurate statement of the intentions of the City and the County and are incorporated as part of this Agreement.

2. Funds to be Transferred to the City by the County. The County and the City agree as follows regarding the transfer of certain impact fees and funds which are presently held by the County:

a. Fire Impact Fees. The City acknowledges that all Fire Impact due the City prior have been paid by the County and accepted by the City;

b. Park Impact Fees. The City acknowledges and agrees that the County expended park funds in excess of the amount collected for park impact fees within the municipal boundaries of the City of Marathon prior to Incorporation, and agrees that there are no park impact fees which are owed to the City by the County;

c. Roadway Impact Fees. The City and the County agree that the City is owed \$121,332.00 for roadway impact fees collected from within the municipal boundaries of the City and not expended by the County prior to incorporation. It is agreed that this sum shall be applied toward repairs to the Boot Key Bridge and, if not expended for such purposes, shall be paid to the City;

d. Growth Management Funds. The City and the County agree that the County collected \$492,332.00 in growth management funds from within the municipal boundaries of the City prior to incorporation for growth management services which were not provided to the City. The County agrees to expend, on City approved growth management projects, the sum of \$492,332.00 in growth management funds;

3. Properties to be Transferred to the City by the County. The County agrees to transfer all of its right title and interest in the following described properties to the City of Marathon, and the City agrees to accept the following described properties in "as is" condition, subject to all existing lease and/or management agreements presently encumbering the properties, to wit:

a. The Marathon Teen Center, together with all furniture, fixtures, equipment and improvements thereon belonging to, and transferable by, the County. The County agrees to provide the City with an inventory of any furniture, fixtures and equipment situated thereon which is to be transferred to the City;

b. The Marathon Jaycees Building, together with all furniture, fixtures, equipment and improvements thereon belonging to, and transferable by, the County. The County agrees to provide the City with an inventory of any furniture, fixtures and equipment situated thereon which is to be transferred to the City;

c. The Marathon Yacht Club , together with the contiguous submerged land and County owned parking facilities;

d. The Florida Keys Marina at Marathon, together with all furniture, fixtures, equipment and improvements thereon belonging to the County. The City assumes all of the County's obligations under the MEDC-County Agreement. The County further agrees to convey to the City all County owned submerged land within the confines of Boot Key Harbor and any submerged land leases between the State of Florida and the County pertaining to submerged lands within the confines of Boot Key Harbor; and the City and County will cooperate in the completion of all pending grants for the Marina area.

e. The Marathon Community Park, together with all fixtures, equipment and improvements situated thereon and all parking facilities associated therewith. The County, joined by the City as Co-Plaintiff, will continue with the pending condemnation litigation regarding Phase II of the Park. The County will complete the acquisition of that additional parcel, with any Judgment paid from County infrastructure tax revenues. Upon acquiring the Phase II property, the County will convey that parcel to the City, and the City will be responsible for the development of Phase II at its own expense. The County's conveyance will be subject to a deed restriction prohibiting the charging of any admission fee to Monroe County residents, and requiring the Park to be operated in conformity with FCT (Florida Community Trust) requirements.

4. Crawl Key. The County agrees to transfer or lease to the Florida Keys Aqueduct Authority a sufficient portion of its real property on Crawl Key for purposes of constructing a central wastewater treatment plant and water re-use facility for the City of Marathon.

5. Boot Key Bridge. The County will convey to the City, and the City will immediately accept, the Boot Key Bridge. The County will pay up to \$1,000,000 for Boot Key Bridge repairs identified as necessary by joint report of the City's and County's Engineers.

6. Solid Waste. The City agrees to increase its efforts to collect its solid waste fees from its citizens, and will pay its indebtedness to the County in an expeditious manner.

7. Form of Conveyances. All properties to be transferred to the City will be conveyed in accordance with the requirements of Florida Law. The County will make every effort to locate and deliver to the City any and all surveys, title abstracts, deeds of conveyance, grants of easements, title insurance policies, building records, building plans, engineering plans and specifications, leases, management agreements, policies of insurance, maintenance records, environment reports and every other document of any nature whatsoever in the possession of the County which, in any manner, tends to establish the ownership interests of the County in each property to be conveyed and the limitations imposed thereon.

8. Pro-ration of Rents and Expenses. All rents and expenses associated with the properties to be conveyed shall be pro-rated as of the date of transfer of each property. The City and the County agree that the properties to be conveyed hereunder

may be conveyed separately or in a single transaction so as not to allow a problem with one conveyance to impede the remainder of the conveyances.

9. Fund Balances. The City of Marathon hereby waives any and all right which it has, or may have, to receive any portion of any other fund balance held by the County by virtue of the receipt of any State Revenue Sharing Funds or taxes collected prior to the incorporation of the City.



Attest: DANNY L. KOLHAGE, Clerk
By Jamela Hancock
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By George R. Neugent
George Neugent, Mayor/Chairperson

Approved as to form and
Legal sufficiency
By [Signature]
County Attorney

Date May 16, 2001

(SEAL)
Attest: Clerk
By Katherine V. Selahan

CITY OF MARATHON, FLORIDA
By [Signature]
Robert K. Miller, Mayor

Approved as to form and
Legal sufficiency
By [Signature]
City Attorney

Date October 9, 2001

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