

**RESOLUTION NO. 01-09-53**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA AUTHORIZING THE CITY TO ENTER INTO A RENEWAL AGREEMENT BETWEEN MONROE COUNTY AND THE CITY OF MARATHON FOR THE CITY TO CONTINUE UTILIZING THE MEETING ROOM AT THE MARATHON GOVERNMENT CENTER; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the original Interlocal Agreement between Monroe County and the City of Marathon for the use of the Meeting Room at the Marathon Government Center dated May 17, 2000 is due to expire as of September 30, 2001; and

**WHEREAS**, the City Council desires to enter into a Renewal Agreement with Monroe County to enable the City of Marathon to extend the original Interlocal Agreement dated May 17, 2000, whereby the term of the renewed agreement will commence on October 1, 2001 and will terminate on September 30, 2002, and in all other respects, the original agreement between the parties dated May 17, 2000 remains in full force and effect.

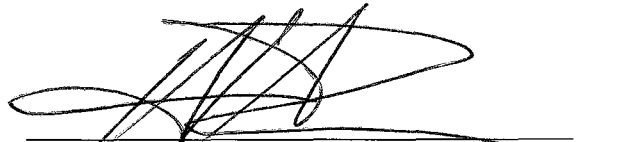
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:**

**Section 1.     Recitals.** The above recitals are true and correct and are incorporated herein by this reference.


**Section 2.**     **Agreement.** The Renewal Agreement between the Monroe County and the City of Marathon, in substantially the form and substance that is attached as Exhibit "A", is hereby approved. The City Manager and the City Attorney are authorized to finalize the terms and conditions of the Agreement, if necessary, and the Mayor is authorized to execute the Agreement on behalf of the City.

**Section 3.**     **Effective Date.** This resolution shall take effect immediately upon adoption.


PASSED AND ADOPTED this 4<sup>th</sup> day of September, 2001.

  
ROBERT MILLER, MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

  
CITY ATTORNEY

#4008v1

**SCANNED**

9/17/01    #4127    KS ✓

## RENEWAL AGREEMENT

(City of Marathon – Interlocal Agreement for the Use of the Meeting Room at the Marathon Government Center.)

THIS Renewal is made and entered into this 15th day of August 2001, between MONROE COUNTY and the CITY OF MARATHON, in order to renew the agreement between the parties dated May 17, 2000, ( a copy of which is incorporated hereto by reference); as follows:

1. In accordance with Section 2(b) of the original Interlocal Agreement dated May 17, 2000, the Agreement will be extended for an additional year. Fees increase to \$8,351.20 for approximately 26 City Council meetings, and are subject to the same guidelines as outlined in Section 2(b).
2. The term of the renewed agreement will commence on October 1, 2001, and will terminate on September 30, 2002.
3. In all other respects, the original agreement between the parties dated May 17, 2000 remains in full force and effect.



WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

Attest: DANNY L KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: Jane Hancock D.C.

By: George R. Neugart

Attest:

CITY OF MARATHON, FLORIDA

By: Katherine V. Selcher

By: [Signature]

Marathon Mayor

Date: 9-4-01

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY.

BY: [Signature]  
SUZANNE A. HUTTON

DATE: 8/18/01

**MONROE COUNTY, FLORIDA  
RISK MANAGEMENT  
POLICY AND PROCEDURES  
CONTRACT ADMINISTRATION  
MANUAL**

**Indemnification and Hold Harmless  
for  
Inter-Governmental Agreements**

The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 and 440, arising out of the activities governed by this agreement.

Each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

INTL

## MEETING ROOM RATES

### ***CURRENT MEETING ROOM RATES:***

#### **REGULAR TIME:**

Maintenance Technician	\$22.76 per hour w/loadings
Facilities Cost	8.00 per hour
Cost Allocation 12.9%	3.97
<b>TOTAL</b>	<u>\$34.73</u> per hour

#### **OVERTIME:**

Maintenance Technician	\$34.14 per hour w/loadings
Facilities Cost	8.00 per hour
Cost Allocation 12.9%	5.44
<b>TOTAL</b>	<u>\$47.58</u> per hour

### ***ADJUSTED MEETING ROOM RATES:***

#### **REGULAR TIME:**

Maintenance Technician	\$24.35 (increase by 4% cola, 3% merit)
Facilities Cost	8.00 (increase not yet available)
Cost Allocation 12.9%	4.17 (actual cost alloc not yet avail)
<b>TOTAL</b>	<u>\$36.52</u> per hour

#### **OVERTIME:**

Maintenance Technician	\$36.53 (increase by 4% cola, 3% merit)
Facilities Cost	8.00 (increase not yet available)
Cost Allocation 12.9%	5.74 (actual cost alloc not yet avail)
<b>TOTAL</b>	<u>\$50.27</u> per hour

Meeting rooms rates are subject to change with actual cost allocation percentages.

## CHANNEL 16 RATES FOR MEETING ROOMS

### ***CURRENT CHANNEL 16 RATES:***

#### **REGULAR TIME:**

Average Loaded Salary	\$18.26 per hour w/loadings
Times Cost Allocation Factor	1.119
Sub – Total Cost	<u>\$20.43</u> per hour
Video Tape Cost	2.00 per hour
Total TV Costs	<u>\$22.43</u> per hour

#### **OVERTIME:**

Average Loaded Salary	\$23.33 per hour w/loadings
Times Cost Allocation Factor	1.119
Sub – Total Cost	<u>\$26.11</u> per hour
Video Tape Cost	2.00 per hour
Total TV Costs	<u>\$28.11</u> per hour

### ***ADJUSTED CHANNEL 16 RATES:***

#### **REGULAR TIME:**

Average Loaded Salary	\$19.54 (increase by 4% cola, 3% merit)
Times Cost Allocation Factor	1.119(current factor not yet avail)
Sub – Total Cost	<u>\$21.87</u> per hour
Video Tape Cost	2.10 (5% increase) for tapes)
Total TV Costs	<u>\$23.97</u> per hour

#### **OVERTIME:**

Average Loaded Salary	\$24.96 (increase by 4% cola, 3% merit)
Times Cost Allocation Factor	1.119(current factor not yet avail)
Sub – Total Cost	<u>\$27.93</u> per hour
Video Tape Cost	2.10 (5% increase for tapes)
Total TV Costs	<u>\$30.03</u> per hour

Channel 16 rates are subject to change when the actual Times Cost Allocation Factor is available.

INTERLOCAL AGREEMENT FOR THE USE OF THE MEETING ROOM  
AT THE MARATHON GOVERNMENT CENTER

THIS INTERLOCAL AGREEMENT is entered into pursuant to Sec. 163.01, FS, by and between Monroe County, a political subdivision of the State of Florida, whose address is 5100 College Road, Key West, FL 33040, hereafter County, and the City of Marathon, a municipal corporation, whose address is ~~PO Box 500430~~, Marathon, FL 33050, hereafter City. *11090 Overseas Highway*

WHEREAS, the County has a meeting room at the Marathon Government Center with the technical facilities to enable meetings to be cablecast;

WHEREAS, the County desires to permit the City to use the County meeting room; now, therefore

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

Section 1.

a) The County authorizes the City to hold 26 City Council meetings per year (October 1 - September 30) at the Marathon Government Center meeting room with each meeting approximately two weeks apart. The City must coordinate meeting dates with County Administrator's Office so that no County/City schedule overlap occurs. The City will provide a full year's meeting schedule prior to October 1 each year. If a schedule conflict between a City Council meeting and a meeting of the County Commission, County Planning Commission or County Code Enforcement hearing does occur, then the County meeting or hearing will take precedence.

b) The County will televise live the City Council meetings, unless there is a meeting of the County Commission, County Planning Commission, County Code Enforcement hearing or similar organization going on at the same time, and will videotape all City Council meetings. If there is a County meeting or hearing going on, then the City Council meeting will be televised live on Channel 16 as soon as the County meeting or hearing is concluded. If the City Council meeting ends before the County meeting or hearing concludes, then the tape of the City Council meeting will be shown on Channel 16 twice on later dates.

c) Except as provided in Sec. 1(b), the County will replay each City Council meeting tape one time before the next City Council meeting. The City may request a specific time and date for each replay through the County Administrator's Office who shall accommodate the City's request unless the time requested by the City would conflict with a live telecast of a County meeting or hearing.

d) The County will furnish the City one video tape copy of each City Council meeting.

Section 2.

a) From the effective date of this agreement, until September 30, 2000, City shall pay the County \$3,333 in advance for 11 City Council meetings to be held at

the Marathon Government Center, televised live (if there is no conflict with a County meeting or hearing), meeting video tapes, and one replay on Channel 16 of each meeting.

b) Beginning October 1, 2000 through September 30, 2001, the City shall pay the County \$7,878 in advance for approximately 26 City Council meetings (two per month) to be held at the Marathon Government Center, televised live (if there is no conflict with a County meeting or hearing), meeting video tapes, and one replay of each meeting on Channel 16. The City may add three additional meetings to the 26 authorized above without additional charge. If the City Council holds meetings in excess of 29 during the period of October 1, 2000 through September 30, 2001, and desires that the extra meetings be held at the Marathon Government Center pursuant to this agreement, then the City must pay the County an additional \$303 for each meeting held. If the City holds less than 23 meetings using the Marathon Government Center, pursuant to this agreement, during the period of October 1, 2000 through September 30, 2001 then the County must refund or credit \$303 to the City for each meeting less than 23. If this agreement is extended for subsequent years after September 30, 2001, then for each year thereafter the fee will be adjusted to reflect changes in County costs.

Section 3. The term of this agreement is from May 1, 2000 through September 30, 2001.

Section 4. This agreement will take effect when executed certified copies are filed in the Office of the Clerk of the Sixteenth Judicial Circuit and in the Office of the Clerk of the City of Marathon, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date set forth below.

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

By *[Signature]*  
Deputy Clerk  
Date May 17 2000

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By *Shirley Freeman*  
Mayor/Chairperson

ATTEST:

By *[Signature]*  
City Clerk  
Date 5/19/00  
jdconcom

CITY OF MARATHON, FLORIDA

By *[Signature]*  
Marathon Mayor

NRQ  
6/6/00

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
*[Signature]*  
ROBERT W. WOLFE  
DATE 5-9-00





*Ann*

**BOARD OF COUNTY COMMISSIONERS**

Mayor George Neugent, District 2  
Mayor Pro tem Nora Williams, District 4  
Charles "Sonny" McCoy, District 3  
Murray Nelson, District 5  
Dixie Spehar, District 1

Monroe County Public Works Division  
Facilities Maintenance Department  
3583 S. Roosevelt Boulevard  
Key West, FL 33040  
(305) 292-4431  
Fax (305) 295-3672



September 17, 2001

City of Marathon  
11090 Overseas Highway  
Marathon, FL 33050

Attention: Katherine V. Selchan, Administrator of Municipal Services

RE: Interlocal Agreement for the Use of Meeting Room

Dear Ms. Selchan:

On August 17, 2001, the Monroe County Board of County Commissioners approved to renew the Interlocal Agreement for the use of the Marathon Government Center meeting room for an additional year commencing October 1, 2001.

Enclosed for your use is a fully executed duplicate original

Thank you. Please continue to schedule meeting room dates with Nancy Johnson at 292-4431.

Sincerely,

  
Ann M. Mytnik, Contract Monitor  
Public Facilities Maintenance

cc: John W. King  
Nancy Johnson

SEP 27 2001