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**CITY OF MARATHON, FLORIDA
RESOLUTION 2003-065**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MONROE COUNTY FOR THE SUBMISSION OF A JOINT GRANT APPLICATION TO THE FLORIDA BOATING IMPROVEMENT FUND TO OBTAIN GRANT FUNDING FOR THE BOAT RAMP PROJECT AT AVIATION BOULEVARD

WHEREAS, the City of Marathon, Florida (the "City") had determined that it is in the best interest of the City to enter into an agreement with Monroe County, Florida (the "County") authorizing the submission of a joint grant application to the Florida Boating Improvement Program ("FBIP") to obtain grant funding for the boat ramp project at Aviation Boulevard.

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

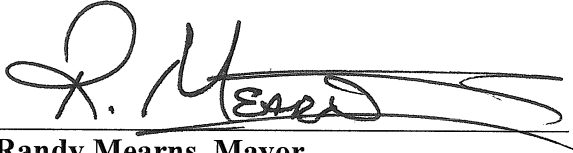
Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Interlocal Agreement between the City and County authorizing a joint grant application to the FBIP in substantially the form and content as the attached Exhibit "A" is hereby approved. The City Manager and City Attorney are authorized to finalize the Agreement and the Mayor is authorized to sign the Agreement.

Section 3. This resolution will take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 25th day of March, 2003.

THE CITY OF MARATHON, FLORIDA

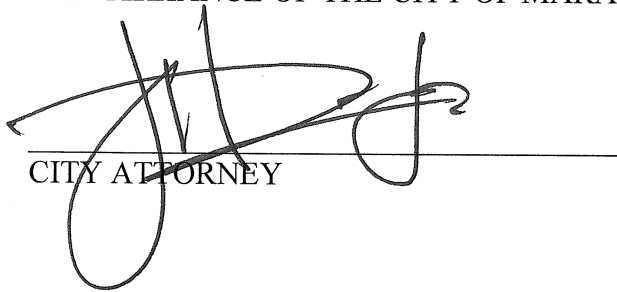

Randy Mearns, Mayor

AYES: Bartus, Pinkus, Repetto, Worthington, Mearns
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Cindy L. Ecklund
City Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:


CITY ATTORNEY

bernay2

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT entered into this 19th day of MARCH, 2003 between Monroe County, a political subdivision of the State of Florida (hereinafter COUNTY) and the City of Marathon, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter CITY).

WITNESSETH:

COUNTY and CITY desire to enter into an agreement to provide terms for joint participation in a project to provide improved boating facilities within the City of Marathon and in Monroe County, Florida.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed between COUNTY and CITY as follows:

Section 1. CITY agrees:

1. To allow the County to submit a Florida Boating Improvement Program (FBIP) grant proposal for a boat ramp project at Aviation Boulevard, Marathon, Florida estimated at approximately \$64,658.
2. The City further agrees that, if the FBIP grant is awarded and if a match amount is required, the match amount will be provided by the City.
3. Further, if the grant is awarded to the County, the City will bill the County for completion of the project on a reimbursement basis, not to exceed the ultimate amount of the FBIP grant award.

Section 2. COUNTY agrees:

1. To, submit an FBIP grant application to the Aviation Boulevard boat ramp project on behalf of the City. The County will request 100% funding based on the number of environmental education components of the project and the current readiness of the project to proceed.
2. If award, the County further agrees to administer the FBIP grant through the Florida Fish and Wildlife Conservation Commission (FWC).
3. If the FBIP grant is awarded to the County and upon receipt of an invoice from the City, the County will process the invoice for payment within 30 day of receipt of the invoice.

Section 3. This Interlocal Agreement constitutes the entire agreement between the parties and may not be modified except by written instrument executed by both parties.

Section 4. This Interlocal Agreement shall take effect when executed by both parties and remain in effect until completion of both parties' obligations under Sections 1-2.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

BY: *Dejia M. Spelman*
MAYOR/CHAIR PERSON

(SEAL)

ATTEST: DANNY I. KOLHAGE, CLERK

BY: *Isabel C. De Santos*
DEPUTY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: *[Signature]*
ATTORNEY'S OFFICE

CITY COUNCIL OF MARATHON
MONROE COUNTY, FLORIDA

BY: *R. Mearns*
MAYOR/CHAIR PERSON

(SEAL)

ATTEST: CITY CLERK

BY: *Cynthia Echlin*
CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: *[Signature]*
CITY ATTORNEY

FILED FOR RECORD
2003 APR -3 AM 11:40
DANNY I. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

**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 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 the Florida Statutes 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 any claims arising out of such actions.