

Sponsored by: Puto

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2004-100**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MARATHON, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN THE MONROE COUNTY SCHOOL DISTRICT AND THE CITY  
OF MARATHON REGARDING THE USE OF RECREATIONAL AREAS AT  
SWITLIK ELEMENTARY AND MARATHON HIGH SCHOOL**

**WHEREAS**, the Monroe County School District (the "District") owns and has under its jurisdiction certain facilities located at Stanley Switlik Elementary and Marathon High Schools (the "Schools"), which are utilized for educational purposes but which may be utilized for suitable community and recreational activities by the City of Marathon, Florida (the "City"); and

**WHEREAS**, the City desires the ability to use the recreational areas at the Schools for recreational use by City residents; and

**WHEREAS**, the District and City have agreed to enter into an interlocal agreement to allow City residents to use the recreational areas of the Schools for recreational purposes.

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

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

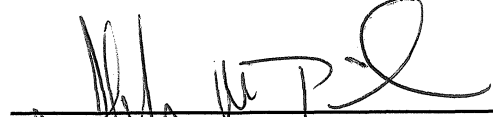
**Section 2.** The Interlocal Agreement between the Monroe County School District and the City of Marathon regarding the use of recreational areas at Switlik Elementary and Marathon High Schools, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager or his designee and approved as to form and legality by the City Attorney, is approved.

**Section 3.** The City Manager or his designee is authorized to execute the agreement on behalf of the City.

**Section 4.** This resolution shall take effect immediately upon its adoption.

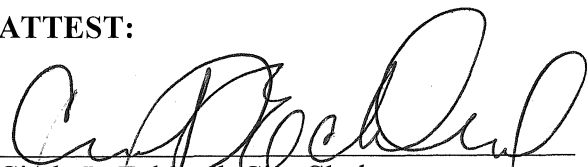
**PASSED AND APPROVED** by the City Council of the city of Marathon, Florida, this 24th day of August, 2004.

**THE CITY OF MARATHON, FLORIDA**

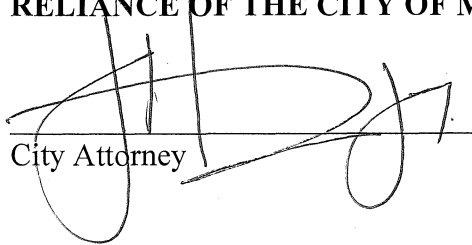
  
\_\_\_\_\_  
Jeffrey M. Pinkus, Mayor

AYES: Bartus, Bull, Mearns, Miller, Pinkus  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Cindy L. Ecklund, City Clerk  
  
(City Seal)

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

  
\_\_\_\_\_  
City Attorney

**INTERLOCAL AGREEMENT  
PURSUANT TO  
CHAPTER 163, FLORIDA STATUTES**

(School Board Contract No. \_\_\_\_\_)

**USE OF SCHOOL FACILITIES:  
STANLEY SWITLIK SCHOOL & MARATHON HIGH SCHOOL  
RECREATIONAL AREAS**

AGREEMENT made the last day below written, by and between the **SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA**, as the contracting agent for the Monroe School District, pursuant to Section 230.22(4), Florida Statutes, whose address is 241 Trumbo Road, Key West, Florida 33040 ("SCHOOL BOARD"), and the **CITY OF MARATHON**, a Florida municipal corporation, whose address is 11045-55 Overseas Highway, Marathon, Florida 33050 (the "CITY").

WITNESSETH, that the School Board and City hereby agree as follows:

**1. Recitations.**

A. Chapter 163, Florida Statutes, known as the "Florida Interlocal Cooperation Act Of 1969" ("the Act"), specifically provides that its' purpose is to "permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities". (Sec. 163.01(2), F.S.)

B. The Act further provides that "a public agency of this state may exercise jointly with any other public agency of the state ... any power, privilege, or authority which such agencies share in common and which each might exercise separately." (Sec. 161.01(4))

C. The Act's definition of "public agency" includes a municipality/city and a school district. (Sec. 163.01(3)(b))

D. The School Board and City, pursuant to this Act, desire to enter into this Interlocal Agreement ("the Agreement") for the purposes, and upon the terms and conditions, described below, believing that this Agreement will allow each agency to make more efficient use of facilities, personnel, and services necessary to, common to, or available to each agency, and having a goal of a more economical and efficient use and savings of public funds, while at the same time providing recreational facilities to the citizens of, and visitors to, Monroe County

and the City.

**2. Entire Agreement.** It is hereby understood and agreed that this contract states the entire agreement and that the parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed in this Agreement.

**3. Purpose of Agreement.** The purpose of this Agreement is to define the respective duties and obligations of the School Board and the City under this Agreement relative to the provision of enhanced recreational facilities and opportunities to the citizens of, and visitors to, Monroe County and the City.

**4. Method for Accomplishing Purpose.** The basic method for accomplishing the purpose of this Agreement is (1) for the School Board to provide available recreational space areas at **STANLEY SWITLIK SCHOOL AND MARATHON HIGH SCHOOL** ("the Schools"), such areas to be used by citizens of, and visitors to, Monroe County and the City outside of the normal and special school operating hours and (2) for the City to provide control, supervision, and scheduling of activities on the recreational space areas outside of the normal and special school operating hours as may be mutually agreed upon by the School Board and the City; and for the City to pay a proportionate share of the costs of utilities and maintenance associated with the recreational space areas.

**5. Duration of Agreement.** The term (the "Term") of this Agreement shall commence upon the filing of this Agreement in the Public Records of Monroe County, Florida, and shall remain in effect for a period of one (1) year from the effective date of this Agreement with annual renewals as described below, except as may be sooner terminated in accordance with the terms of this Agreement. Either the City or the School Board shall have the right, in its sole discretion, to terminate this Agreement upon written Notice (as hereinafter defined) to the other party delivered at least sixty (60) days prior to the end of any annual Term. If no such Notice is given by either party, this Agreement shall automatically renew for one (1) year terms until such time as either party desires to terminate this Agreement as set forth in the preceding sentence. If such Notice is given, this Agreement shall terminate upon the expiration of the then current annual Term, and following the last day of the current annual Term, the parties shall be relieved of all rights and obligations hereunder, except for any rights and obligations that expressly survive termination. The definition of "Term" shall include all renewal terms hereof.

**6. Rescission or Termination of Agreement.** This Agreement may be terminated by either the School Board or the City by written notice to the other party at least sixty (60) days in advance of the termination date.

**7. Acquisition of Equipment, Materials and Supplies.** The acquisition of

materials, equipment, supplies, fixtures, metering devices, and related items shall be the responsibility of, and paid for, in accordance with the provisions of **Attachment D**.

**8. Maintenance of Recreational Areas.** The School Board and City agree that the maintenance of the recreational areas shall be in accordance with the formula and schedule set forth in **Attachment C**.

**9. Contracting Agent.** The School Board and the City agree that the School Board shall be the contracting agent for the acquisition of any items to be acquired pursuant to this Agreement.

**10. Improvements by City and School Board.** Any improvements to any School Board property covered by this Agreement shall be approved by the School Board and in accordance with School Policy, in writing. Any improvements made become the sole property of the School Board unless otherwise agreed in writing. The School Board retains the right to improve the subject property as it sees fit at its sole discretion.

**11. Access to Recreational Areas.** The School Board and City agree that the City's use of the subject recreational facilities is subject to prior approval from the School Board's Project Manager or the Board's Authorized Agent. Requests for use of facilities shall be in writing to the attention of Project Manager Sims at the address listed in section 29 of this agreement. Such requests shall be made within a reasonable time in advance of the proposed use, but no less than 30 days in advance of the activity.

**12. Billing and Billing Services.** The School Board and City agree that the billing for all materials and services for the improvements to and maintenance of the recreational area shall be made to the School Board and shall be paid by the School Board. Billings for costs shall be made to the City by the School Board on a pro-rata basis as described in **Attachments D and E** to this Agreement. The School Board shall be responsible for billings to the City for electrical and water usage based upon metered readings of the amounts of electricity and water used for scheduled activities as delineated in the schedule of use for each site. The City agrees to place at each site at least one trash/garbage receptacle and to be responsible for the costs associated therewith, including the costs of disposal.

**13. Title to Tangible Property Upon Termination of Agreement.** The School Board and City agree that, upon the termination of this Agreement, the title to all tangible property located upon the recreational area sites shall be in the name of the School.

**14. Acceptance of Gifts, Grants, Assistance Funds, or Bequests.** Both the

School Board and the City agree that either shall be, and is, empowered to accept for the benefit of either or both of them, gifts, grants, assistance funds, or bequests to be used for recreational purposes at the school sites affected by this Agreement.

**15. Claims for Federal or State Aid.** Both the School Board and the City agree that either shall be, and is, empowered, to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by the other party prior to submission.

**16. Adjudication of Disputes or Disagreements.** The School Board and City agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of the School Board and the City. If no resolution can be agreed upon within thirty (30) days after the first meet and confer session, the issue or issues shall be discussed at a joint public meeting of both the School Board and the Board of City Commissioners. If the issue or issues are still not resolved to the mutual satisfaction of the School Board and the Board of City Commissioners, then either party shall have the right to proceed as is contemplated in Paragraph 23 below.

**17. Failure of Agency to Pay Share of Costs and Expenses; Rights of Other Agency.** In the event that either the School Board or the City shall fail to pay its respective share of costs and expenses associated with this Agreement as provided for in the various attachments to this Agreement, the other party shall have the right to (1) seek payment through the avenues available pursuant to Paragraph 16 and Paragraph 23 of this Agreement, or (2) to declare this Agreement null and void and immediately terminate the Agreement by filing a Declaration Of Termination in the Public Records of Monroe City.

**18. Accountability of Funds; Quarterly Reports.** The School Board and the City agree that the School Board shall be the fiscal agent for purposes as outlined in Section 12 for the parties for purposes of this Agreement, and that the School Board shall provide the City reports at least once a quarter detailing expenditures made pursuant to this Agreement.

**19. Liability Coverage; Insurance; Hold-Harmless; Indemnity.**

A. Both the School Board and the City agree that each will obtain general liability, property damage, and medical payment insurance coverage through either self-insurance, commercial insurance, or a combination of both, in such limits as the City and the School Board shall determine appropriate by a separate written addendum to this Agreement. Additionally, the City and the School Board each represents to the other that it carries suitable public liability and property damage insurance, or is self-insured, in amounts adequate to cover any

anticipated claim arising out of its respective use of the recreational space and will continue to carry such insurance or remain self-insured during the entire term of this Agreement.

B. All insurance and self-insurance obtained by the City and in force under this Agreement shall be primary; that is, for all claims for property damage, injury, or death arising out of the use of the recreational space during the time that the City has responsibility for the supervision and control of the recreational space, the City's insurance will respond first for the settlement or payment of the claim or any judgment, and only after the City's insurance coverage limits have been exhausted will the School Board's insurance coverage be called upon to respond. The School Board retains the right to select mutually agreeable counsel for its defense.

C. Each party will be responsible for any acts of negligence on the part of its agents or employees. Each party will hold the other party harmless from all claims arising out of its respective use, and each party shall have a duty to defend all claims arising out of its respective use, of the recreational areas.

D. To the extent permitted by Florida law, the City shall indemnify and hold harmless the School Board from and against all expenses, liabilities, damages, costs, and claims of every kind, including reasonable counsel fees and costs at both the trial and appellate levels, by or on behalf of any person or entity arising out of either (1) a failure by City to perform any of the terms or conditions of this agreement, (2) any injury or damage happening on or about the facilities during periods when City is utilizing the recreational areas or responsible for control or supervision or condition of the recreational areas, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the school premises or facilities; and the School Board shall indemnify and hold harmless the City from and against all expenses, liabilities, damages, costs and claims of every kind, including reasonable counsel fees and costs at both the trial and appellate levels, by or on behalf of any person or entity arising out of either (1) a failure by the School Board to perform any of the terms or conditions of this agreement, (2) any injury or damage happening on or about the facilities during periods when the School Board is utilizing the facilities, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the City's premises or facilities.

**20. Nondiscrimination.** The School Board and City agree to comply with all Federal and Florida statutes, as applicable, relating to nondiscrimination. These include but are not limited to:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin.

B. Title IX of the Education Amendment of 1972, as amended (20 U.S.C. ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.

C. Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. s. 794), which prohibits discrimination on the basis of handicaps.

D. The Age Discrimination Act of 1975, as amended (42 U.S.C. ss. 6101-6107), which prohibits discrimination on the basis of age.

E. The Drug Abuse Office And Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

F. The Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

G. The Public Health Service Act of 1912, ss. 523 and 527, (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

H. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing.

I. The Americans With Disabilities Act of 1990 (42 U.S.C. s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability.

J. The Individuals with Disabilities Education Act (20 U.S.C. ss. 1400-1485), as may be amended from time to time, relating to educating children with disabilities.

K. The Florida Education Equity Act, s. 228.2001, F.S., relating to nondiscrimination.

L. Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

**21. Public Entity Crime.** The School Board and City agree that each is in compliance with Section 287.133, Florida Statutes. School Board and City agree that they, through their agents, are aware of the provisions of Section 287.133, Florida Statutes. (This provision may not be applicable to the City and School Board, and if not, it is recited herein for informational purposes.)



**22. Cooperation.** The School Board and City agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the provision of the services and materials under this Agreement in the event any administrative or legal proceeding is instituted against the either party relating to the formation, execution, performance, or breach of this Agreement. The School Board and City specifically agree that neither party shall be required to enter into any arbitration proceedings related to this Agreement or any Attachment or Addendum to this Agreement.

**23. Venue, Interpretation, Costs, and Fees.** In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the School Board and City agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The School Board and City further agree that, in the event of conflicting interpretations of the terms or a term of this Agreement between the School Board and City, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Additionally, the School Board and City agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

**24. Books, Records, and Documents.** The School Board and City shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for audit purposes during the term of the Agreement and for three years following the termination of this Agreement.

**25. Covenant of No Interest.** The School Board and City covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that each's only interest is to perform and receive benefits as recited in this Agreement.

**26. Code of Ethics.** The School Board and City agree that each agency's respective officers and employees recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in

Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**27. No Solicitation/Payment.** The School Board and City warrant that neither has employed or retained any company or person, other than a bona fide employee working solely for School Board or City, to solicit or secure this Agreement and that neither the School Board nor City have paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the School Board or City, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the School Board and City agree that the non-breaching agency shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**28. Public Access.** The School Board and City shall allow and permit reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the School Board or City in conjunction with this Agreement; and the non-violating agency shall have the right to unilaterally cancel this Agreement upon violation of this provision by the violating agency.

**Management/Notices.** The School Board's Project Manager

Under this

Agreement is:

**Fred Sims**

with an (e-mail) address of:

**[simsf@monroe.k12.fl.us](mailto:simsf@monroe.k12.fl.us)**

and a mailing address of:

**241 Trumbo Road, Key West, FL 33040**

and a telephone number of:

**(305) 293-1400**

**Michael H. Puto, Acting City Manager**

with an (e-mail) address of:

**[putom@ci.marathon.fl.us](mailto:putom@ci.marathon.fl.us)**

and a mailing address of:  
**FL 33050**

**10045-55 Overseas Highway, Marathon,**

and a telephone number of:

**(305) 289-4130**

Any notice or other written communication, except invoices, between the agencies shall be considered delivered when posted by Certified Mail, Return Receipt Requested; delivered in person to the Project Manager; or upon confirmed electronic receipt by telecopier/telefacsimile or electronic mail (e-mail). Respective Mailings shall be addressed to the Project Manager at the address listed in the preamble above.

**30. Severability.** In the event one or more provisions of this Agreement are declared invalid by a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.

**31. Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the School Board and City in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the School Board and City be required to contain any provision for waiver.

**32. Privileges and Immunities.** All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the School Board and City, when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under this Agreement.

**33. Legal Obligations and Responsibilities; Non-Delegation of Constitutional or Statutory Duties.** This Agreement is not intended to, nor shall it be construed as, relieving any participating agency from any obligation or responsibility imposed upon the agency by law except to the extent of actual and timely performance thereof by any other participating agency, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the participating agencies, except to the extent permitted by the Florida constitution, state statutes, case law, and, specifically, the provisions of Chapter 163, Florida Statutes.

**34. Effective Date.** This Agreement, and any subsequent amendments, shall become effective upon filing with the Clerk of Circuit Court of Monroe County, Florida.

**35. 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 School Board and City agree that neither the School Board nor the City or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**Recreational Area Spaces.** The premises subject to this Agreement are delineated in **Attachment A, A-1, B and B-1**. Attachments A and B consist of a site survey for both Marathon High School and Stanley Switlick Elementary School. The recreational spaces subject to this agreement are outlined in orange or depicted by a heavy black line.

**IN WITNESS WHEREOF**, the School Board, pursuant to a motion duly made, seconded and passed in regular and open session and by and through its Chairman and Superintendent; and the Board Of Commissioners of the City of Marathon, pursuant to a motion duly made, seconded, and passed in regular and open session and by and through its Mayor and Clerk, have affixed their respective and representative hands and seals on the dates indicated.

**SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA**

(Seal)

By: Eileen Quinn  
Eileen Quinn, Chair

Date: 9/23/04

Approved As To Form:  
[Signature]  
School Board Attorney

**ATTEST:** [Signature]  
By: John Padgett, Superintendent

Date: \_\_\_\_\_

**ATTEST:**

**CITY OF MARATHON, FLORIDA,**

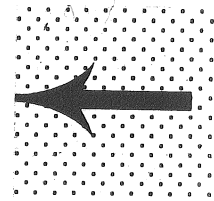
a municipal corporation of the State of Florida

By: [Signature]  
City Clerk

By: [Signature]  
Jeff Pinkus, Mayor

Date: 08/24/04

Date: 08/24/04



**SIGN  
HERE**

Approved as to Form.

By: [Signature]  
City Attorney

Recorded At Page \_\_\_\_\_, Minute Book No. 24, Monroe County School Board Records, on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

[Signature]  
School Board Secretary

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**ATTACHMENT "A" TO  
INTERLOCAL AGREEMENT  
PURSUANT TO  
CHAPTER 163, FLORIDA STATUTES**

**USE OF FACILITIES:  
STANLEY SWITLIK SCHOOL RECREATIONAL AREAS**

(ATTACHED HERETO AS ATTACHMENT A-1, A DIAGRAM, SURVEY, ETC.  
INCLUDING A DESCRIPTION OF ANCILLARY FACILITIES - E.G.: RESTROOMS  
PARKING SPACES, SURROUNDING BERM, WALKWAYS, AND SO FORTH.  
SURVEYS MAY BE UPDATED PERIODICALLY TO REFLECT SITE CONDITIONS.  
THE INSURANCE AND INDEMNITY PROVISIONS GO TO ALL AREAS  
REASONABLY RELATED TO THE RECREATIONAL AREA AND NOT JUST THE  
RECREATIONAL SPACE ALONE.)

**ATTACHMENT "B" TO  
INTERLOCAL AGREEMENT  
PURSUANT TO  
CHAPTER 163, FLORIDA STATUTES**

**USE OF FACILITIES:  
MARATHON HIGH SCHOOL RECREATIONAL AREAS**

(ATTACHED HERETO AS ATTACHMENT B-1, A DIAGRAM, SURVEY, ETC.  
INCLUDING A DESCRIPTION OF ANCILLARY FACILITIES - E.G.: RESTROOMS  
PARKING SPACES, SURROUNDING BERM, WALKWAYS, AND SO FORTH.  
SURVEYS MAY BE UPDATED PERIODICALLY TO REFLECT SITE CONDITIONS.

THE INSURANCE AND INDEMNITY PROVISIONS GO TO ALL AREAS  
REASONABLY RELATED TO THE RECREATIONAL AREA AND NOT JUST THE  
RECREATIONAL SPACE ALONE.)

**ATTACHMENT "C" TO  
INTERLOCAL AGREEMENT  
PURSUANT TO  
CHAPTER 163, FLORIDA STATUTES**

**USE OF FACILITIES:  
STANLEY SWITLIK SCHOOL AND  
MARATHON HIGH SCHOOL RECREATIONAL AREAS**

The School Board will be responsible for maintaining, replacing and upgrading the Stanley Switlik School recreation area and the Marathon High School Sports Complex.

**THE SCHOOL BOARD'S OBLIGATIONS:**

1. Mowing the grass and weed-whacking the fence lines;
2. Providing fertilizer and pesticides to maintain the fields;
3. Maintenance of on-field equipment such as bases, etc.;
4. Field irrigation;
5. Maintaining the lights;
6. Dragging the fields;
7. Custodial services for restrooms;
8. Maintenance of water fountains; and
9. Maintenance of dugouts.

**THE CITY OF MARATHON'S OBLIGATIONS:**

1. Pay a pro-rata share of the cost to maintain the fields as outlined in Attachment "D." Sixty percent (60%) School Board, forty percent (40%) City of Marathon;
2. Distribution of keys to utility boxes, gates, restrooms, if applicable;
3. Lining of the fields or the sponsor of organization using the facility will be responsible for lining the fields;
4. Scheduling the use of the facility after hours through the City's Parks and Recreation Coordinator;
5. Keeping on file the documentation of the organization's insurance naming the City of Marathon and the School Board as the additional insured;
6. Monthly installments to the School Board on the 30<sup>th</sup> of each month.



**ATTACHMENT "D" TO  
 INTERLOCAL AGREEMENT  
 PURSUANT TO  
 CHAPTER 163, FLORIDA STATUTES**

**USE OF FACILITIES:  
 STANLEY SWITLIK SCHOOL AND  
 MARATHON HIGH SCHOOL RECREATIONAL AREAS**

School	Cost	Items	Amount
Switlik & Marathon	Labor	1 Mechanics/Grounds (includes benefits)	<b>\$40,306.00</b>
Marathon High	Labor	1 Custodial Gym	<b>\$2,250.00</b>
		<b>Total</b>	<b>\$42,556.00</b>
Switlik School	Supplies	Fertilizer	2,400.00
		Pesticides	720.00
		Herbicides	720.00
		Clay	5,760.00
		Sand	5,280.00
		Fuel, Repairs, etc.	5,160.00
			<b>Total    \$20,040.00</b>
Marathon High	Supplies	Fertilizer	2,760.00
		Pesticides	828.00
		Herbicides	828.00
		Clay	5,760.00
		Sand	5,280.00
		Fuel, Repairs, etc.	5,160.00
			<b>Total    \$20,616.00</b>

		<b>TOTAL TWO SITES</b>	<b>\$40,656.00</b>
<b>School</b>	<b>Cost</b>	<b>Items</b>	<b>Amount</b>
Switlik School	Utilities	Electric	11,300.00
		Water	10,000.00
		Garbage	300.00
			<b>Total \$21,600.00</b>
Marathon High	Utilities	Electric	7,248.00
		Water	11,500.00
		Garbage	300.00
			<b>Total \$19,048.00</b>
		<b>TOTAL TWO SITES</b>	<b>\$40,648.00</b>
<b>Costs to be Shared</b>	Labor		42,556.00
	Supplies		40,656.00
	Utilities		40,648.00
			<b>Total \$123,860.00</b>
		<b>City Share (40%)</b>	<b>\$49,544.00</b>
		<b>Projected Total City Obligation</b>	<b>\$49,544.00</b>

**Special Note:** Sod replacement will be shared at 60% for the Monroe County School Board and 40% for the City of Marathon.

**ATTACHMENT "E" TO  
INTERLOCAL AGREEMENT  
PURSUANT TO  
CHAPTER 163, FLORIDA STATUTES**

**USE OF FACILITIES:  
STANLEY SWITLIK SCHOOL AND  
MARATHON HIGH SCHOOL RECREATIONAL AREAS**

The City of Marathon will be billed once a month for its pro-rata share of the cost.

Cost to be shared:	Labor	\$17,022.40
	Supplies	\$16,262.40
	Utilities	\$16,259.20
	<b>Total</b>	<b>\$49,544.00</b>

12 monthly installments of **\$4,129.00**

Documentation is the labor, supplies, and utilities shown in Exhibit "D."

Invoices will be provided by the School Board on its letterhead on the 24<sup>th</sup> of each month.

Payments should be made to the Monroe County School Board on the 30<sup>th</sup> of each month.