

CITY OF MARATHON, FLORIDA

10045-55 Overseas Highway, Marathon, Florida 33050
Phone: (305) 289-4128 Fax: (305) 289-4131

December 1, 2004

Mr. Randy Acevedo, Superintendent
Monroe County School Board
241 Trumbo Road
Key West, FL 33040

Dear Mr. Acevedo,

Enclosed you will find a copy of the City of Marathon's Resolution 2004-145 and four original Interlocal Agreements regarding the use of the recreational facilities at Switlik Elementary and Marathon High School.

Please sign, and execute the four originals, and return one executed copy to the City of Marathon Clerk's office.

Should you have any question, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Clara Perrine".

Clara Perrine
Deputy City Clerk

**CITY OF MARATHON, FLORIDA
RESOLUTION 2004-145**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH MONROE COUNTY SCHOOL BOARD REGARDING THE USE OF RECREATIONAL FACILITIES AT SWITLIK ELEMENTARY AND MARATHON HIGH SCHOOL AND AUTHORIZING THE PAYMENT OF \$69,548 DOLLARS FOR THE USE OF SAID FACILITIES FOR THE PERIOD OF TIME BETWEEN JANUARY 1, 2002 AND SEPTEMBER 23, 2004

WHEREAS, the City of Marathon, Florida (the "City") and the School Board of Monroe County (the "School Board") entered into that certain Interlocal Agreement for the use of the recreational facilities at Switlik Elementary and Marathon High School dated September 23, 2004 (the "Agreement"); and

WHEREAS, the City owes the School Board \$69,548 for the use of the facilities from January 1, 2002 to September 23, 2004; and

WHEREAS, the City has requested that the School Board make certain modifications to the Agreement, and the School Board is willing to do so.

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

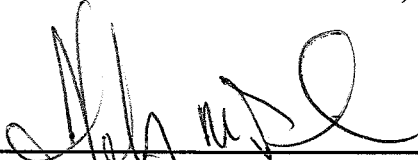
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The First Amendment to the Interlocal Agreement between the School Board and the City, a copy of which is attached as Exhibit "A" together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved. Payment of \$69,548 to the School Board for prior use of the facilities from January 1, 2002 to September 23, 2004 is also authorized.

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

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 23rd day of November, 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

Ver 4/8/05

Office of the Superintendent
Monroe County School District
241 Trumbo Road
Key West, FL 33040
(305) 293-1400 ext. 324 – FAX (305) 293-1408
Email: smithsa@monroe.k12.fl.us

TO: Clara Perrine
Deputy City Clerk

FROM: Sally M. Smith, *Sally*
Board Secretary/Legal Administrative Assistant

RE: 1st Amendment to Interlocal Agreement
City of Marathon

DATE: March 23, 2005

Attached for your handling is an executed original of the First Amendment to Interlocal Agreement between the City of Marathon, Florida and the Monroe County School District for Use of Recreational Facilities. It was approved by the Monroe County School Board at its February 24, 2005 meeting.

Thank you.

**FIRST
AMENDMENT TO INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (the "Amendment") is made and entered into as of the 24 day of February, 2005, by and between the City of Marathon, Florida, a Florida municipal corporation (the "City") and the School District of Monroe County, Florida, as the contracting agent for the Monroe School District, pursuant to Section 230.22(4), Florida Statutes (the "School Board").

RECITALS

A. City and School Board entered into that certain Interlocal Agreement (the "Interlocal Agreement") dated as of September 23, 2004. All capitalized terms in this Amendment shall have the same meaning as in the Interlocal Agreement unless otherwise provided herein.

B. City has requested that School Board make certain modifications to the Interlocal Agreement, and School Board is willing to do so.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. The Recitals hereinabove contained are true and correct and are made a part hereof.

2. The definition of "Term", as set forth in the first sentence of Paragraph 5 of the Interlocal Agreement, is deleted in its entirety and the following definition is inserted in lieu thereof with the remaining language of Paragraph 5 unaltered:

The term (the "Term") of this Agreement shall commence upon the first use of the Schools by the City, 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.

3. Paragraph 12 of the Interlocal Agreement is deleted in its entirety and the following is inserted in lieu thereof:

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 monthly pro-rata basis as described in **Attachment D and E and F** to this Agreement. 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.

4. Paragraph 34 of the Interlocal Agreement is deleted in its entirety and the following is inserted in lieu thereof:

This Agreement shall become effective upon the City's use of the Schools as contemplated herein. Any subsequent amendments shall become effective upon execution by both parties.

5. Attachment "F" is inserted into the Agreement as follows:

ATTACHMENT "F" TO
INTERLOCAL AGREEMENT
PURSUANT TO
CHAPTER 163, FLORIDA STATUTES

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

Year facilities used	Amount due from City
2002	\$10,000
2003	\$10,000
January 1, 2004 – September 23, 2004	\$49,548

6. Both parties acknowledge, represent and confirm to each other that (i) the Interlocal Agreement is valid and binding upon both parties and enforceable in accordance with the respective terms thereof, and (ii) neither party is under any obligation to further amend or modify the Interlocal Agreement.

7. The Interlocal Agreement, as amended hereby, and all other documents executed in connection with the foregoing, are hereby ratified, confirmed and approved in all respects including, but not limited to, the representations and warranties contained therein.

8. Except as amended by this Amendment, no term or condition of the Interlocal Agreement shall be modified and the same shall remain in full force and effect; provided, however, if any provision of this Amendment is in conflict with, or inconsistent with, any provision in the Interlocal Agreement, then the provision contained in this Amendment shall govern and control.

9. This Amendment shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

SCHOOL BOARD OF MONROE COUNTY,
FLORIDA:

Sally M. Smith
Print Name: Sally M. Smith

Sandy Shaw
Print Name: Sandy Shaw

Eileen Quinn
By: Eileen Quinn
Board, Chair

ATTEST:

Cindy L. Ecklund
Cindy L. Ecklund
City Clerk

(City Seal)

CITY OF MARATHON, FLORIDA:

Jeffrey M. Pinkus
Jeffrey M. Pinkus, Mayor

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

[Signature]
City Attorney

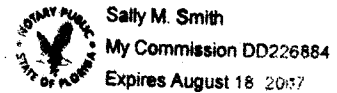
STATE OF FLORIDA)
) SS:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 24 day of February, 2005 by Eileen Quinn, as Chair of School Board Of Monroe County, Florida, on behalf of the School Board.

Personally Known OR Produced Identification

Type of Identification Produced _____

Sally M. Smith
Print or Stamp Name: Sally M Smith
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:



STATE OF FLORIDA)
) SS:
COUNTY OF Monroe)

The foregoing instrument was acknowledged before me this 23 day of November, 2004 by Jeff Pinkus, as Mayor of The City of Marathon, Florida, on behalf of the City.

Personally Known OR Produced Identification

Type of Identification Produced _____

Cindy L. Ecklund
Print or Stamp Name: _____
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:

