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**CITY OF MARATHON, FLORIDA
RESOLUTION 2006-173**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, GRANTING THE APPROVAL AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH MONROE COUNTY FOR THE UTILIZATION OF THE COUNTY MEETING ROOM IN AN AMOUNT NOT TO EXCEED \$20,000.00

WHEREAS, The City of Marathon utilizes the County Meeting Room for 26 televised Council meetings per year at the Marathon Government Center; and

WHEREAS, The City Manager has negotiated a reduction in the annual fee, reflecting the annual cost of \$20,000 for October 1, 2006 through September 30, 2007; and

WHEREAS, The City desires to utilize Monroe County's meeting room due to the fact that the technical facilities to enable the meetings to be broadcast are not available elsewhere in the City at this time.

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 City Council hereby approves the execution of the interlocal agreement, attached as Exhibit "A", between The City of Marathon and Monroe County for the utilization of the County meeting room at the Marathon Government Center in an amount not to exceed \$20,000.

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 14th day of November, 2006.

THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

AYES: Mearns, Pinkus, Tempest, Worthington, Bull
NOES: None
ABSENT: None
ABSTAIN: None

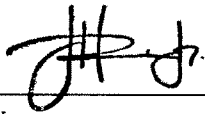
ATTEST:



Diane Clavier
City Clerk

(City Seal)

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



City Attorney

REVISED
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 1100 Simonton Street, Key West, FL 33040, hereafter County, and the CITY OF MARATHON, a municipal corporation, whose address is 10045-55 Overseas Highway, Marathon, FL 33050, hereafter City.

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 the Facilities Maintenance 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 76 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 76 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 Technical Services office which 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.

From the effective date of this agreement, until September 30, 2007, City shall pay the County \$20,000.00 in advance for 26 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 76 of each meeting. 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, 2006 through September 30, 2007, 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 \$1,033.92 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, 2006 through September 30, 2007, then the County must refund or credit \$1,033.92 to the City for each meeting less than 23. If this agreement is extended for subsequent years after September 30 2007, then for each year thereafter the fee will be adjusted to reflect changes in County costs.

Section 3.

The term of the Agreement is from October 1, 2006 through September 30, 2007.

Section 4.

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 purchases 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.

Section 5.

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.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Natleene W. Casse
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 10-13-06

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 *Isabel C. De Santis*
Deputy Clerk
Date ~~9-20-06~~ 10-18-06

ATTEST:

By *Diane Clavier*
City Clerk
Date 11-14-06

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *[Signature]*
Mayor/Chairperson
Charles "Sonny" McCoy

CITY OF MARATHON, FLORIDA

By *[Signature]*
Marathon Mayor