

**CITY OF MARATHON, FLORIDA
RESOLUTION 2010-60**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND THE CITY OF MARATHON AUTHORIZING THE CITY'S USE OF THE MEETING ROOM AT THE MARATHON GOVERNMENT CENTER; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE THE CONDITIONS OF SAID AGREEMENT; AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon wishes to utilize the County Meeting Room to enable the Marathon City Council meetings to be televised; and

WHEREAS, the City has negotiated an Interlocal Agreement with the County that authorizes the City's use of the County Meeting Room for a minimum of twenty-four (24) televised Council meetings at an agreed hourly rate of \$239.99, commencing on October 1, 2010 through September 30, 2011.

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

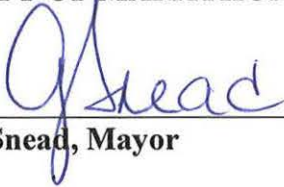
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Interlocal Agreement, attached hereto as Exhibit "A", between the City of Marathon and Monroe County for the utilization of the County meeting room at the Marathon Government Center; 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 hereby approved. The Mayor is authorized to sign the Interlocal Agreement on behalf of the City.

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 13TH DAY OF JULY, 2010.

THE CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

AYES: Cinque, Keating, Ramsay, Worthington, Snead
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

INTERLOCAL AGREEMENT FOR THE USE OF THE MEETING ROOM
AT THE MARATHON GOVERNMENT CENTER
Fiscal Year 2010 - 2011

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 9805 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 24 City Council meetings during the period October 1, 2010 through September 30, 2011 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 the meeting schedule prior to October 1, 2010. If a schedule conflict between a City Council meeting and a meeting of the County Commission, County Planning Commission, County Code Enforcement hearing or County Contractors Examining Board 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, County Contractors Examining Board or similar organization going on at the same time. If there is a County meeting or hearing going on, then the City Council meeting will be postponed until the County meeting or hearing has concluded. The City Council meeting will be televised live on Channel 76 as soon as the County meeting or hearing is concluded.
- 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 DVD video copy of each City Council meeting.

Section 2.

From the effective date of this Agreement, until September 30, 2011, the City shall pay the County \$239.99 per hour for each of the 24 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 DVD videos, and one replay on Channel 76 of each meeting. The amount shall be paid quarterly based on the number of meetings held during such quarter. If the City Council holds meetings in excess of 24 during the period of October 1, 2010 through September 30, 2011, 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 \$239.99 per hour for each meeting held. If this Agreement is extended for subsequent years after September 30, 2011, 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, 2010 through September 30, 2011. Either party may terminate this Agreement without penalty upon thirty (30) days prior written notice.

Section 4.

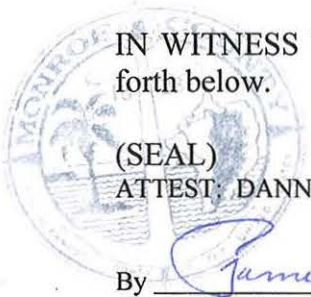
The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchases suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any 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.

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 *Camille Hancock*
Deputy Clerk
Date AUG 18 2010

ATTEST:
By *Draine Clavier*
City Clerk
Date 7-14-10

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *Sylvia J. Murphy*
Mayor/Chairperson

CITY OF MARATHON, FLORIDA

By *J. Mead*
Marathon Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Pedro J. Mercado
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 8/2/10