

**CITY OF MARATHON, FLORIDA
RESOLUTION 2018-80**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARATHON AND MONROE COUNTY FOR THE REIMBURSEMENT OF RECREATIONAL BOATING RELATED PROJECTS WITHIN THE CITY OF MARATHON FROM THE BOATING IMPROVEMENT FUND; AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Boating Improvement Fund (the “BIF”) contains monies that are to be used for recreational boating; and

WHEREAS, the City applied to Monroe County (the COUNTY) for reimbursement funding from BIF for costs to be incurred during FY’18 for repaving and water quality improvements at the Quay Boat Ramp; and

WHEREAS, the above expenditures are qualified expenditures from the State BIF; and

WHEREAS, at their May 17, 2017 meeting, the Monroe County Board of County Commissioners approved the selection of the BIF funding request submitted by the City in the amount of \$30,000; and

WHEREAS, due to the impacts of Hurricane Irma City staff requested an amendment extending the completion of the project for one year; and

WHEREAS, the City and COUNTY desire to amend the Interlocal Agreement to provide for a project completion time extension of one year.

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 and County for the reimbursement of qualified City expenditures from the Boating Improvement Fund is hereby extended for one year. The City Manager is authorized to sign any extensions 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 14th DAY OF AUGUST, 2018.

THE CITY OF MARATHON, FLORIDA



Michelle Coldiron, Mayor

AYES: Bartus, Cook, Senmartin, Zieg, Coldiron
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:



David Migut, City Attorney

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MARATHON, FLORIDA
AND MONROE COUNTY, FLORIDA**

THIS AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT (“Amendment”) is made and entered into this 19th day of September, 2018, between the Monroe County Board of County Commissioners (hereinafter the “COUNTY” or “BOCC”) and the City of Marathon (hereinafter the “CITY”).

WHEREAS, the parties entered into an Interlocal Agreement (Agreement) on July 19, 2017; and

WHEREAS, the Agreement provides for reimbursement funding, in the amount of \$30,000, to be provided to the City from County Boating Improvement Funds (BIF) for costs incurred by the City during Fiscal Year 2018 for repaving at the Quay boat launching facility (Project); and

WHEREAS, the City has represented that the Project will not be completed during Fiscal Year 2018 as anticipated due to the City confronting issues related to Hurricane Irma; and

WHEREAS, the County and City desire to amend the Agreement to extend the Project completion deadline through June 30, 2019, by which time the City anticipates completing said Project;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned parties agree to as follows:

1. The following recitals are true and correct and are hereby incorporated as if fully stated herein.
2. With respect to the second prefatory paragraph of the July 19, 2017 Agreement, expressly incorporated by reference at **Section 1.1** of said Agreement, the County and City mutually desire to amend to extend the time limitation during which the aforesaid reimbursement funding may be provided to the City from County Boating Improvement Funds (BIF) for costs to be incurred by the City for repaving at the Quay boat launching facility (“Project”) from “during FY’ 18” to “up to and including June 30, 2019.”
3. **Section 1.** (entitled “**Payment.**”) of the July 19, 2017 Agreement is hereby amended as follows:

Section 1. Payment. The COUNTY agrees to reimburse the CITY for costs incurred **up to and including June 30, 2019**, as follows:

4. **Section 1.3** of the July 19, 2017 Agreement is hereby amended as follows:

To receive payment, the CITY shall submit all requests for payment and applicable invoices to the Senior Administrator of the COUNTY’s Marine Resources Office by **August 1, 2019**. The invoices must describe the services performed, together with proof that payment has been made to the CITY’s contractor(s). All documentation shall be forwarded to the County Clerk for payment. Any other documentation requested by the Clerk shall be provided.

5. The following new provision, entitled **Section 10.5**, shall be considered added immediately after **Section 10.4** of the July 19, 2017 Agreement, and is and shall be construed as part of the Agreement as if fully set forth therein:

Section 10.5. Public Access and Public Records Compliance. The CITY must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of Article I of the Florida Constitution. The COUNTY and the CITY shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters, or other “public record” materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CITY and COUNTY in conjunction with and in connection with this Agreement and related to performance of this Agreement. The COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by the CITY. Failure of the CITY to abide by the terms of this provision shall be deemed a material breach of this Agreement and the COUNTY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney’s fees and costs associated with that proceeding. This provision shall survive any termination or expiration of this Agreement.

Pursuant to Chapter 119, Florida Statutes, the CITY is required to:

- (1)** Keep and maintain public records that would be required by the COUNTY to perform the Agreement.
 - (2)** Upon receipt from the COUNTY’s custodian of records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3)** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CITY does not transfer the records to the COUNTY.
 - (4)** Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CITY or keep and maintain all public records that would be required by the COUNTY to perform the Agreement. If the CITY transfers all public records to the COUNTY upon completion of the Agreement, the CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the Agreement, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY’s custodian of records, in a format that is compatible with the information technology systems of the COUNTY.
 - (5)** The CITY shall not transfer custody, release, alter, destroy, or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.
6. All of the other conditions, covenants, provisions, and terms of the Agreement dated July 19, 2017, except those expressly modified and rendered inconsistent by this Amendment, remain in full force and effect and binding upon the parties.

7. This Amendment may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

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



ATTEST KEVIN MADOK, CLERK

Kevin Madok

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

David Rice

Mayor David Rice

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Date: *8-21-18*

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: *[Signature]*

Assistant County Attorney

THE CITY OF MARATHON, FLORIDA

Chuck Lindsey

Chuck Lindsey, City Manager

Date: *8-21-18*

ATTEST:

Diane Clavier

Diane Clavier
City Clerk

(City Seal)

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

BY: *David Migut*

David Migut, Esq.
City Attorney