

**CITY OF MARATHON, FLORIDA
RESOLUTION 2015-100**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT WITH FLORIDA KEYS AQUEDUCT AUTHORITY; INCREASING CHARGES FOR BILLING SERVICES FROM \$1.07 TO \$1.17 PER BILL GENERATED EACH MONTH; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) and the Florida Keys Aqueduct Authority (the “FKAA”) entered into an interlocal agreement whereby for a set fee the FKAA agreed to bill on behalf of the City the monthly City wastewater charges and collect and transmit those charges, net of FKAA fees to the City (the “Interlocal Agreement”); and

WHEREAS, the FKAA and the City find it necessary to enter into a second amend the interlocal agreement to increase the fee by .10 cents to \$1.17 per bill generated and charged by the FKAA to provide the aforementioned billing service (the “Amended Interlocal Agreement”).

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 Amended Interlocal Agreement with the FKAA attached hereto as Exhibit A, and authorizes the City Manager to execute the 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 8th day of September, 2015

THE CITY OF MARATHON, FLORIDA



Mayor Chris Bull

AYES: Keating, Kelly, Senmartin, Zieg, 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:**



David Migut, City Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN
THE FLORIDA KEYS AQUEDUCT AUTHORITY
AND
THE CITY OF MARATHON**

THIS INTERLOCAL AGREEMENT is entered into by and between the Florida Keys Aqueduct Authority (the “Authority”) an independent special district existing as a public agency under the laws of the State of Florida and the City of Marathon, Florida (the “City”), a Florida municipal corporation.

WHEREAS, the Authority was recreated in 1976 by the Legislature of the State of Florida, Chapter 76-441 Laws of Florida, said law having been amended from time to time, for purposes of obtaining, supplying and distributing an adequate supply of water to the Florida Keys and to purchase, construct, acquire, operate, manage and control wastewater systems; and

WHEREAS, the City was formed in 1999 by the Legislature of the State of Florida pursuant to Chapter 99-427 Laws of Florida; and

WHEREAS, the Authority generates records of water usage by its customers within the boundaries of the City, which records are capable of being used to calculate wastewater charges imposed by the City, and the Authority has in place a billing system capable of being modified to incorporate billing for City wastewater charges; and

WHEREAS, on May 22, 2008 the Authority and the City entered into an interlocal agreement whereby the Authority, for compensation, bills City customers for City wastewater charges and collects and transmits those charges, net of Authority fees, to the City; and

WHEREAS, on November 23, 2009 The Authority and District amended the Interlocal Agreement, Section 2.05 Charges for Service, providing for a reduction to the rate charged for generating wastewater bills; and

WHEREAS, parties find it necessary to amend the Interlocal Agreement to provide for a change to the Charges for Service; and providing for a change to the month of the price index from May 1st to October 1st; and

WHEREAS, the parties have the legal authority to enter into this Agreement and to implement its provisions;

NOW, THEREFORE, in consideration of the mutual covenants, representations and promises set forth in this Agreement and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Authority and the City hereby agree, stipulate, and covenant as follows:

1. **Section 2.05 CHARGES FOR SERVICE** shall be amended to read as follows:

The City will pay the Authority for the above services each month through an electronic debit to the City's designated bank account. The total monthly charge will be calculated based on a rate of \$1.17 per bill generated for that month (the "Authority Charges"). This charge will be indexed each October 1 using the inflationary index applied to the Authority's water rates each year. The charge will also be increased for any postal rate increases beyond the Authority's control. The charge is subject to re-negotiation prior to the start of the Renewal Term.

2. All other provisions of the ILA dated May 22, 2008 not inconsistent herewith, shall remain in full force and effect.

3. This amendment to agreement will take effect on the 1st day October, 2015.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by the Authority Director and the City Mayor.

FKAA Board Approved: August 26, 2015.

FLORIDA KEYS AQUEDUCT AUTHORITY

By: 
Kirk C. Zuelch, Executive Director

ATTEST:


Clerk

CITY OF MARATHON

By: 
Mayor

ATTEST:


Clerk

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


City Attorney