

Sponsored by: Puto

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2005-017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MARATHON, FLORIDA, ADOPTING THE FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT BETWEEN THE MONROE COUNTY  
HOUSING AUTHORITY AND THE CITY OF MARATHON**

**WHEREAS**, the City of Marathon, Florida (the "City") and the Monroe County Housing Authority (the "Authority") have entered into that certain Interlocal Agreement (the "Agreement"); and

**WHEREAS**, the City and the Authority wish to make certain amendments to the Agreement, including extending the term of the Agreement.

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

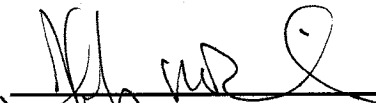
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The First Amendment to Interlocal Agreement Between the Monroe County Housing Authority, 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. Except as amended by the Amendment, no term or condition of the Interlocal Agreement shall be modified and the same shall remain in full force and effect.

**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 22<sup>nd</sup> day of February, 2005.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Jeff Binkus, Mayor**

AYES: Bartus, Bull, Mearns, Miller, Pinkus  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**



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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:



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CITY ATTORNEY

Received

Exhibit "A"

RECEIVED  
MAR 21 2005  
BY: *AK*

MAR 21 2005

FIRST

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE MONROE COUNTY HOUSING AUTHORITY AND THE CITY OF MARATHON

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE MONROE COUNTY HOUSING AUTHORITY AND THE CITY OF MARATHON (the "Amendment") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Marathon, Florida, a Florida municipal corporation (the "City") and the Monroe County Housing Authority (the "Authority").

RECITALS

A. City and Authority entered into that certain Interlocal Agreement Between The Monroe County Housing Authority And The City Of Marathon (the "Interlocal Agreement") dated as of March 13, 2001. All capitalized terms in this Amendment shall have the same meaning as in the Interlocal Agreement unless otherwise provided herein.

B. City and Authority wish to extend the term of the Interlocal Agreement with the following conditions and amendments.

AGREEMENT

NOW, THEREFORE, in consideration 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. Paragraph I. A. of the Interlocal Agreement is deleted in its entirety and the following is inserted in lieu thereof:

The City authorizes the Authority to act on its behalf with respect to all powers necessary for the successful administration of community development and housing assistance activities, community renewal, lower income housing assistance activities/projects, and all infrastructure improvements related thereto.

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

The Authority shall submit to the City project proposals to benefit persons within the City. The City shall then determine and select which project proposals the Authority shall pursue on behalf of the

City. Further, on a project by project basis, the City shall have the right to determine whether any funds should be allocated to the City to cover the City's proportional share of any administrative costs incurred by the City relative to particular project or activity.

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

The Agreement prohibits the Authority from applying for or accepting any funds for in support of the City that do not affirmatively further fair housing, including any infrastructure in connection therewith, within the City or that impede the Authority's actions to comply with its fair housing certifications for projects and/or activities funded under this Agreement.

5. The Interlocal Agreement is hereby extended for a period of 3 years from the date of this Amendment.

6. Paragraph X. A. of the Interlocal Agreement relating to notices sent to the City is deleted in its entirety and the following is inserted in lieu thereof:

For the City: Mike Puto, City Manager  
City of Marathon, Florida  
10045-55 Overseas Highway  
Marathon, Florida 33050

With a Copy to: John R. Herin, Jr., Esq  
City Attorney  
Stearns Weaver Miller  
Weissler Alhadeff & Sitterson, P.A.  
150 W Flagler St, Suite 2200  
Miami, Fl 33130

For the Monroe County Housing Authority:

J. Manuel Castillo, Sr., Executive Director  
240 Sombrero Road  
Marathon, Florida 33050

With a Copy to: Mark A. Bell, Program Administrator  
240 Sombrero Road  
Marathon, Florida 33050

7. 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.

8. 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.

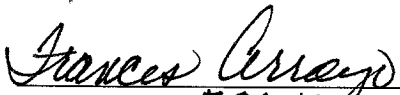
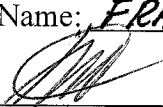
9. Except as amended by this Amendment, no term or condition of the Interlocal Agreement shall be modified and the same shall remain in full force and effect; provided, however, if any provision of this Amendment is in conflict with, or inconsistent with, any provision in the Interlocal Agreement, then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

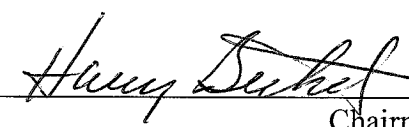
10. This Amendment shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

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:

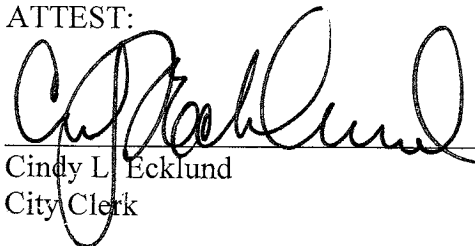
MONROE COUNTY HOUSING AUTHORITY:

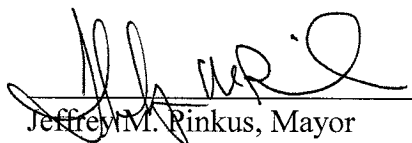
  
Print Name: FRANCES ARROYO  
  
Print Name: J.M. CASTILLO, Sr.

\_\_\_\_\_  
By:   
\_\_\_\_\_, Chairman

ATTEST:

CITY OF MARATHON, FLORIDA:

  
Cindy L. Ecklund  
City Clerk

  
Jeffrey M. Rinkus, Mayor

(City Seal)

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



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City Attorney

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