

**CITY OF MARATHON, FLORIDA
RESOLUTION 2008-35**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CITY OF KEY WEST TO PARTICIPATE IN THE 2005 DISASTER RECOVERY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM SUPPLEMENTAL FUNDING; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Marathon housing market has sustained considerable damage due to hurricanes Katrina, Rita and Wilma; and

WHEREAS, there is additional money available through the Community Development Block Grant (CDBG) program for restoration of disaster impacted affordable housing; and

WHEREAS, the designated agency for the funding is the Housing Authority of the City of Key West Florida; and

WHEREAS, these funds can be made available to the City of Marathon pursuant to a supplemental interlocal agreement with the City of Key West.

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 authorizes the City Manager to enter into an interlocal agreement with the City of Key West, substantially in the form of Exhibit A hereto, to participate in the 2005 Disaster Recovery Community Development Block Grant (CDBG) Program Supplemental Funding.

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 26th day of February, 2008.

THE CITY OF MARATHON, FLORIDA



Edward P. Worthington, Mayor

AYES: Bull, Cinque, Tempest, Vasil, Worthington
NOES: None
ABSENT: None
ABSTAIN: None

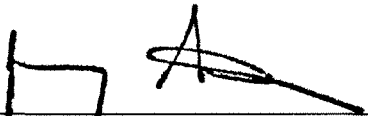
ATTEST:



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 BETWEEN THE CITY OF MARATHON, FLORIDA
AND
THE CITY OF KEY WEST, FLORIDA
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY FUNDING**

THIS AGREEMENT is made and entered into this 21st day of April, 2008 by and between City of Marathon, Florida (City of Marathon) and the City of Key West, Florida (City).

WHEREAS, Chapter 163, Florida Statutes, permits governmental units to enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

WHEREAS, both the City of Marathon and City are authorized by general law to provide for the health, safety, and welfare of citizens within their respective jurisdictions and now desire to make the most efficient use of their powers by entering into this Agreement to serve their mutual best interests and advantage; and

WHEREAS, The City of Key West has applied for a Supplemental 2005 Disaster Recovery Community Development Block Grant (CDBG) in the amount of \$10,249,714.00 from the State of Florida, Department of Community Affairs (DCA) to "Assist in the recovery in the most impacted and distressed areas relating to the consequences of Hurricanes Katrina, Rita and Wilma in the Gulf of Mexico in 2005"; and

WHEREAS, the City of Key West has made the initial funds totaling \$7,531,497.00 available county-wide; and

WHEREAS, an interlocal agreement is required if a CDBG-funded activity is outside the jurisdiction of the applying local government, and exceeds the amount contained in the initial Interlocal Agreement dated December 19, 2006.

5. **Modification.** No modification, amendment, or alteration in the terms or conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6. **Execution.** This Agreement shall be executed in duplicate and each shall be considered an original.

7. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties to this Interlocal Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

8. **Assignment.** This Agreement shall be binding on the parties, their representatives, successors and assigns. Neither party shall assign this Agreement or the rights or obligations hereof to any other person or entity without the prior written consent of the other party.

9. **Indemnification.** The City of Marathon, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous actions, which result in claims or suits against either the City of Marathon or City, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortuous acts.

City, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous acts, which result in claims or suits against either the City or City of Marathon, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortuous acts.

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement.


10. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement, if the rights and obligations or the parties contained herein are not materially prejudiced and if the intentions of the parties continue to be effected.

11. **Applicable Law/Disputes/Litigation.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Any dispute involving litigation between the City of Marathon and City is subject to all provisions of Chapter 164, Florida Statutes. The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this Agreement, the venue for such litigation shall be in Monroe County, Florida.

12. **Effective Date.** This Agreement shall take effect upon filing a fully executed copy with the Clerk of the City of Key West.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purpose herein expressed as of the date and year first written above.

CITY OF MARATHON, FLORIDA




Edward P. Worthington, Mayor

ATTEST:
CITY CLERK

By: 

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



(City Attorney)

CITY OF KEY WEST, FLORIDA




Morgan McPherson, Mayor



Cheryl Smith

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



(City Attorney)