

Sponsored by: Hernstadt

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2010-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MONROE COUNTY TO PARTICIPATE IN THE 2008 COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY INITIATIVE PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Department Community Affairs (“DCA”) awarded Monroe County \$2,488,963 for the 2008 CDBG Disaster Recovery Initiative Program; and

**WHEREAS**, Monroe County is the designated agency for distribution of the disaster recovery funds throughout the County; and

**WHEREAS**, in order to be eligible to receive a portion of the disaster recovery funds the City must enter into an interlocal agreement with Monroe County.

**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 between Monroe County and the City for the 2008 CDBG Disaster Recovery Initiative Program attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manger and approved as to form and legality by the City Attorney, is hereby approved. The Mayor is authorized to execute 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 23<sup>RD</sup> DAY OF FEBRUARY 2010.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Ginger Snead, Mayor**

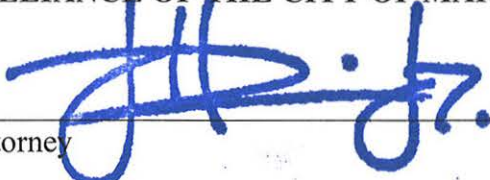
AYES: Cinque, Keating, Ramsay, Worthington, Snead  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

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

  
\_\_\_\_\_  
City Attorney

RESOLUTION 113 - 2010

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA APPROVING THE DISASTER RECOVERY INITIATIVE 2008 TROPICAL STORM FAY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM INTER LOCAL AGREEMENTS FOR THE CITIES OF KEY WEST, MARATHON, KEY COLONY BEACH AND ISLAMORADA, VILLAGE OF ISLANDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Community Affairs (DCA) has announced the Disaster Recovery Initiative 2008 Tropical Storm Fay Community Development Block Grant (CDBG) Program for which Monroe County is allocated \$2,488,963 for a countywide Disaster Relief Program; and

**WHEREAS**, Monroe County has submitted an application and the State of Florida Department of Community Affairs (DCA) has conducted a site visit and requested the execution and approval by both parties of the proposed inter local agreements contained in the application.

**NOW THEREFORE**, be it resolved by the Monroe County Board of County Commissioners that the County hereby:

*Authorizes the execution of the attached Inter Local Agreements by Monroe County between the Cities of Key West, Marathon, Key Colony Beach and Islamorada, Village of Islands for the 2008 Disaster Recovery Initiative Tropical Storm Fay CDBG countywide program.*

**PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board held on the 21<sup>st</sup> day of April 2010.

Mayor Sylvia Murphy	<u>Yes</u>
Mayor Pro Tem Heather Carruthers	<u>Yes</u>
Commissioner Mario DiGennaro	<u>Yes</u>
Commissioner Kim Wigington	<u>Yes</u>
Commissioner George Neugent	<u>Yes</u>

FILED FOR RECORD  
 2010 APR 28 PM 3:06  
 CLERK OF COUNTY  
 MONROE COUNTY, FLORIDA

ATTEST: DANNY L. KOLHAGE, Clerk

By: *Danny L. Kolhage*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONER OF MONROE COUNTY, FLORIDA

By: *Sylvia J. Murphy*  
Mayor Sylvia Murphy

Approved as to legal sufficiency: \_\_\_\_\_

Date: \_\_\_\_\_

*Pedro J. ...*  
 PEDRO J. ...  
 CLERK OF COUNTY  
 3/25/10

**INTER-LOCAL AGREEMENT  
BETWEEN  
CITY OF MARATHON  
AND  
MONROE COUNTY  
FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
2008 DISASTER RECOVERY INITIATIVE**

**THIS AGREEMENT** is made and entered into this 21<sup>st</sup> day of April, 2010 by and between the City of Marathon (hereafter “City”) and Monroe County (hereafter “County”).

**WHEREAS**, Chapter 163, Florida Statutes, permits governmental units to enter into inter-local 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 and the County 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 County has applied for a 2008 Disaster Recovery Initiative Community Development Block Grant (CDBG) in the amount of \$2,488,963 from the State of Florida, Department of Community Affairs (hereafter “DCA”) to be used for “disaster relief, long term recovery and restoration of infrastructure, housing and economic revitalization in areas affected by hurricanes, flooding and other natural disaster that occurred during 2008; and

**WHEREAS**, Monroe County intends to make the funds available county-wide; and

**WHEREAS**, an inter-local agreement is required if a CDBG funded activity is outside the jurisdiction of the applying local government.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the City and County hereby agree as follows:

1. **Purpose.** The purpose of this Inter-local Agreement is to coordinate the distribution of the 2008 CDBG Disaster Recovery Initiative (hereafter “CDBG-DRI”) funds for the benefit of both parties and establish the jurisdiction within which the County is authorized to undertake disaster relief, long term recovery and restoration of infrastructure and housing and economic revitalization activities. The Application for 2008 CDBG-DRI Funding, including attachments and supplements, will provide funding to eligible applicants and properties countywide.

2. **Administration.** The County will administer the 2008 CDBG-DRI funds in conformance with all applicable HUD requirements, as administered by DCA, and as delineated more specifically in the Application and in the Grant Award Agreement between the County and DCA. The County’s 2008 CDBG-DRI Award will be managed by the Monroe County Housing Authority (Housing Authority). The Housing Authority may seek an outside firm to perform Project Delivery Services.

3. **Term/Termination.** The term of this Agreement shall begin on the date of filing an executed copy with the Clerk of the Court, and shall expire as of the date the 2008 CDBG-DRI agreement is administratively closed-out by the County.

4. **Jurisdiction.** The County is authorized to disburse 2008 CDBG-DRI funds in accordance with 2008 CDBG–DRI Grant requirements within the geographic boundaries of the City of Marathon to eligible recipients for purposes of disaster relief, long term recovery and restoration of infrastructure and housing and economic revitalization activities.

5. **Consistency With Comp Plan.** By accepting 2008 CDBG-DRI funds the City affirms that all activities undertaken and funded with 2008 CDBG-DRI funds are consistent with the City’s Comprehensive Plan.

6. **Notices.** In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or required to provide such notice shall provide it in writing, send it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to City: Mr. Roger Hernstadt, City Manager  
City of Marathon  
9805 Overseas Highway  
Marathon, FL 33050

If to County: Roman Gastesi, County Administrator  
Monroe County  
1100 Simonton Street  
Key West, Florida 33040

7. **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.

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

9. **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.

10. **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.

11. **Indemnification.** The 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 actions, which result in claims or suits against either County 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.

The County, as a political sub-division of the State of Florida, as 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 County, 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.

12. **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.

13. **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 County 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.

14. **Attorney's Fees and Costs.** The County and the City agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the

enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

15. **Nondiscrimination.** The County and the City agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss.1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

16. **Public Access.** The County and the City shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the



County and the City in conjunction with this Agreement; and either party shall have the right to unilaterally cancel this Agreement upon violation of this provision.

17. **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County or the City, when performing their respective functions under this Agreement within their respective territorial limits shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside their respective territorial limits.

18. **Legal Obligations and Responsibilities:** Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County or the City, except to the extent permitted by the Florida constitution, state statute, and case law.

19. **No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the County or the City in his or her individual capacity, and no member, officer, agent or employee of the County or the City shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

20. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

21. **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.


22. **Mutual Review.** This agreement has been carefully reviewed by the County and the City, therefore this agreement is not to be construed against either party on the basis of authorship.

23. **Effective Date.** This Agreement shall take effect upon filing a fully executed copy with the Monroe County Clerk of the Court.

**The remainder of this page has been intentionally left blank.**

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

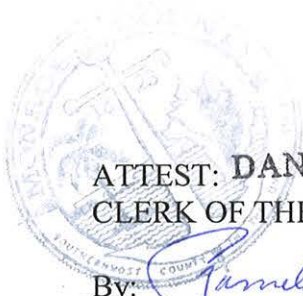
  
\_\_\_\_\_  
Ginger Snead, Mayor

ATTEST:  
CITY CLERK

By:   
\_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
(City Attorney)



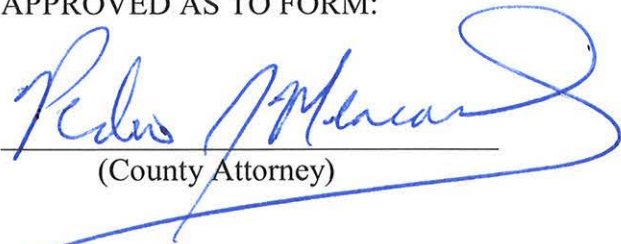
ATTEST: **DANNY L. KOLHAGE, Clerk**  
CLERK OF THE COURT

By:   
\_\_\_\_\_

MONROE COUNTY

  
\_\_\_\_\_  
Sylvia Murphy, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
(County Attorney)