

RESOLUTION NO. 00-11-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH THE MONROE COUNTY HOUSING AUTHORITY; AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (the "City") seeks to provide fair, affordable, decent and sanitary housing and to make available rehabilitation loans or grant funds to eligible residents; and

WHEREAS, the City desires to enter into an Agreement with the Monroe County Housing Authority to accomplish this purpose and to undertake or assist in undertaking community renewal and lower income housing assistance activities.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Agreement with the Monroe County Housing Authority in substantially the form attached as Exhibit "A" is approved. The City Manager and City Attorney are authorized to finalize the terms and conditions of the Agreement and the Mayor is authorized to execute said Agreement on behalf of the City.


Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED the 8th day of November, 2000.



Carol N. Chamberlain
MY COMMISSION # CC682322 EXPIRES
September 22, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

ATTEST

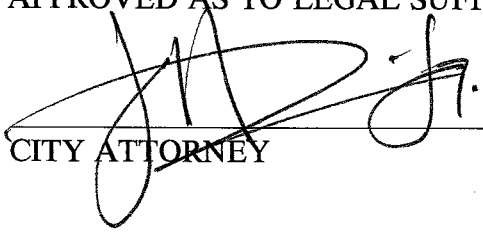


ROBERT MILLER, MAYOR

Carol N. Chamberlain

CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN
THE MONROE COUNTY HOUSING AUTHORITY
AND
THE CITY OF MARATHON, FLORIDA**

COPY

THIS INTERLOCAL AGREEMENT ("Agreement"), is made as of the 13th day of March, 2001 between the Monroe County Housing Authority, a body politic organized under Chapter 421, Florida Statutes, (the "Authority"), and the City of Marathon, Florida, a Florida municipal corporation, (the "City"), (also collectively referred to as the "Parties").

WHEREAS, the City seeks to provide fair, affordable, safe and sanitary housing and to make available rehabilitation loans or grant funds to eligible residents of the City; and

WHEREAS, the City possesses the powers necessary to qualify for grants and funding for affordable housing programs administered by the United States Department of Housing and Urban Development ("HUD"), the State of Florida Department of Community Affairs ("DCA"), the Florida Housing Finance Corporation ("HFC"), and other affordable housing programs (collectively the "Programs"); and

WHEREAS, such powers authorize the City to undertake community development and housing assistance activities within the City; and

WHEREAS, the Authority and the City desire to enter into an agreement to cooperate in community renewal and lower income housing assistance activities; and

WHEREAS, by entering into this interlocal Agreement the City will be included in the Authority's application for entitlement funds under the Programs; and

WHEREAS, the Parties wish to make available rehabilitation loans or grant funds to eligible residents of the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

I. SCOPE OF SERVICES/AUTHORIZATION

A. 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 and lower income housing assistance activities/projects.

B. The Authority shall submit to the City project proposals to benefit very low, low and moderate-income 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.

C. The City shall provide preliminary funding to the Authority in an amount not to exceed \$5,000. The preliminary funding shall be reimbursed to the City upon successful award of a funding application. Once residual income is accrued, advance funding may no longer be required. The determination of the need to provide the Authority with advance funding shall be made by the City manager. Any applications by the Authority for Program funds for activities or projects specific to the City shall be approved by the City Manager prior to submission. The Authority shall assist the City in formulating annual community development plans and programs and the Authority shall make all applications for same. The Authority shall provide quarterly reports on existing projects within the City as required by the City Manager.

D. The City authorizes the Authority to include the population of the City within the population of the County for the purpose of applying for entitlement funds under the Programs.

E. The Authority shall not expend or advance any Program funds in advance of their receipt by the Authority. The Authority shall not commingle Program funds received on behalf of the City with any other funds without prior written approval from the City.

F. The Authority is authorized by the City to administer the Programs locally, within the City, in accordance with the requirements and provisions of the various Programs.

G. The Authority shall not condemn property within the City without the consent of the City Council.

H. The Authority agrees that Program funds will be used in accordance with all Program requirements established by granting agencies. In the event that a granting agency determines that the Authority has improperly expended funds or acted in any way contrary to any Program requirement, the Authority shall be solely responsible for any reimbursements or payment of any penalties related thereto to either the funding agency or the City.

I. The Authority shall maintain full and complete records of all Programs and Program-related activities and of all income generated by the expenditure of funds received on account of the City ("Program Income"). The Authority shall provide the City with written reports on an annual basis, or more frequently if required by the City, on Program Income and its uses. The Authority shall make no disbursements of Program Income unless approved by the City. All records, books and accounts of the Authority shall be subject to examination and

audit during regular business hours by any authorized representative of the City and shall be subject to Chapter 119, Florida Statutes.

J. The Authority shall be solely responsible for timely compliance with all reporting, accounting, audit and other requirements associated with any of the Programs and any other applicable law, rule, regulation or order. The Authority assures the City that it will comply with the requirements of any applicable laws, rules, regulations and orders. The City shall provide the Authority with all information necessary to achieve such compliance to the extent that such information is in the possession of the City.

K. This Agreement shall not prohibit the City from applying separately for any other funds made available under any Federal or State legislation, however, the City understands and agrees that it may not apply for grants or funds from appropriations for fiscal years during the period in which it is participating in programs with the Authority.

L. 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 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.

M. The City recognizes that the Authority acts as the agent for other governmental entities including the City of Key West, Florida and Monroe County, Florida through Interlocal Agreements (F.S. 163). The Authority is not prohibited from engaging in any activities on behalf of other governmental entities so long as such activities do not adversely impact, in any way, the activities or projects for the City. Further, no projects or activities may be established or undertaken within the City without City approval.

N. Upon receipt of a written request from the City Manager or his/her designee, the Authority shall monitor the recipients of affordable housing units and provide a report to the City Manager indicating if such recipients are in compliance with any conditions of deed restrictions pertaining to income limits.

II. TERM/TERMINATION

A. Term.

1. This Agreement shall become effective upon execution by the Parties and shall be for a term of 4 years. Note: by the time we apply for and get a Community Development Block Grant, it takes about 2 ½ years to finish the grant project to be eligible for another CDBG grant.
2. The Authority shall be responsible for filing a copy of this Agreement and subsequent amendments thereto with the clerk of the circuit court for Monroe County.

3. Within thirty (30) days from the date this Agreement is executed by the Parties, the Authority and the City shall meet to identify community rehabilitation, development, and housing assistance activities and projects to be undertaken pursuant to this Agreement. The Authority shall not engage in any activities on behalf of the City prior to the Parties' initial meeting without City approval.

B. Termination.

1. This Agreement may be terminated by either party upon one-hundred eighty (180) days written notification.
2. Upon receipt of notification of termination by the City, the Authority shall provide the City with a report detailing the status of all pending projects, program expenditures, program encumbrances, and Program Income on hand within thirty (30) days. The Authority shall furnish copies of all documents concerning pending projects, finished or unfinished, to the City within the same thirty (30) days.
3. Upon receipt of notice of termination by the City, the Authority shall not expend or encumber any funds nor shall the Authority submit any Program applications without the City's written permission.
4. At the City's discretion, the City shall determine whether the Authority shall continue to be responsible for any contracts or projects entered into by the Authority through their completion. If the City determines that the Authority will continue to be responsible for a particular project, activity or contract through completion, the Authority shall be solely responsible for continuing administration and all monitoring, reporting, audit, and accounting requirements in accordance with applicable federal or state laws, rules, and regulations.
5. Program Income on hand or that is received by the Authority subsequent to the termination of this Agreement shall be paid to the City at the City's discretion subject to the requirements above.

III. GOVERNING LAW/ATTORNEYS FEES

- A. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation shall be in Monroe County, Florida.

B. If either the Authority or the City is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, reasonable attorneys' fees and costs.

IV. NON-ASSIGNABILITY

A. The parties agree that this Agreement is not assignable in whole or in part without prior written mutual agreement.

V. AMENDMENTS

A. This Agreement may be amended from time to time only by written agreement of the Parties in compliance with Federal, State, and local laws, rules and regulations. The Parties agree to review this Agreement and agree to renegotiate those items necessary to bring the Agreement into compliance with the applicable federal or state laws, rules, and regulations.

B. The Authority shall be responsible for filing a copy of any amendments to this Agreement with the clerk of the circuit court for Monroe County.

VI. INSURANCE

A. The Authority shall maintain separate worker's compensation insurance and fidelity bonds covering its personnel who are engaged in the operations of the Programs as follows:

1. Applicable worker's compensation insurance classifications (\$100,000 employer's liability).
2. Comprehensive Commercial General Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) for any single occurrence of bodily injury or property damage for any liabilities as a result of this Agreement.
3. Fidelity bond in the principal sum of Fifty Thousand Dollars (\$50,000).
4. Vehicle Liability Insurance with limits of One Hundred Thousand Dollars (\$100,000) combined single occurrence.

B. The City shall be named as an additional insured on all of the above insurance policies. The Monroe County Housing Authority agrees to provide the City of marathon at least thirty (30) days prior written notification in the event the insurance policies referenced herein, are amended, reduced in coverage or eliminated.

C. At all times during the term of this Agreement, the insurance coverage carried by the Authority in relation to the operation of the Programs shall be extended and kept current

at the expense of the Authority and certificates of insurance shall be provided to the City upon request.

VII. INDEMNIFICATION AND HOLD HARMLESS

A. The Authority shall, pursuant and subject to limitations of § 768.28, Florida Statutes, defend, indemnify and hold the City, its officials, employees and agents harmless, from any and all claims, liabilities, losses and causes of action which may arise out of any audit or findings of any granting agency or the performance of this Agreement except such claims, liabilities, losses and causes of action which may arise solely because of the City negligent actions and omissions.

VIII. ASSURANCES AGAINST DISCRIMINATION

A. The Authority shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age or any other characteristic or aspect which is not job related, in its recruiting, hiring, promotion, terminating or any other area affecting employment under this agreement or with the provision of services of goods under this agreement. The Authority shall be in compliance with Section 109 Clause of the Housing and Community Development Act of 1974, as amended.

IX. CERTIFICATIONS

A. If applicable, and upon the City's request, the Authority and any subcontractor shall provide the City with executed copies of (1) Non-Collusive Affidavit, (2) Public Entity Crimes Statement, (3) Certification regarding lobbying, (4) Certification regarding drug free workplace and (5) Certificates of insurance.

X. NOTICES

A. Any notice required by this agreement shall be hand delivered or sent by certified mail addressed to:

Craig Wrathell, City Manager
City of Marathon
Post Office Box 500430
Marathon, Florida 33050

With a copy to:

Nina Boniske, Esquire, City Attorney
Weiss Serota Helfman Pastoriza & Gueddes, P.A.
2665 South Bayshore Drive
Suite No. 420

Miami, Florida 33131

J. Manuel Castillo, Director, Monroe County Housing Authority
240 Sombrero Road
Marathon, Florida 33050

OR

Richard Casey, Program Administrator, Monroe County Housing Authority
240 Sombrero Road
Marathon, Florida 33050

XI. SEVERABILITY

A. If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

XII. COUNTERPARTS

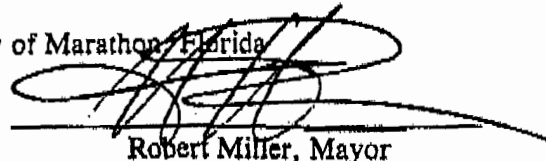
A. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: The City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by the Authority, by and through its Chairman, duly authorized to execute same.

CITY:

City of Marathon, Florida

By: _____



Robert Miller, Mayor

The 13th day of MARCH, 2001.

Attest: Katherine V. Selchan
City Clerk

Approved as
to form: [Signature]
City Attorney

AUTHORITY:

Monroe County Housing Authority

By: Michael Ozegovich
Michael Ozegovich, Chairman

The ___ day of _____, 2001.