Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-74

A RESOLUTION OF THE COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY, CITY OF KEY WEST, ISLAMORADA, VILLAGE OF ISLANDS, CITY OF KEY COLONY BEACH, CITY OF LAYTON, THE FLORIDA KEYS AQUEDUCT AUTHORITY, AND KEY LARGO WASTEWATER TREATMENT DISTRICT REGARDING FLORIDA KEYS STEWARDSHIP ACT (FKSA) FUNDING DISPERSALS WHEN NEW FUNDING IS PROVIDED THROUGH THE FKSA AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City wishes to continue to receive FKSA funding, and

WHEREAS, it is in the best interest of the City to enter into an ILA with all the Monroe County entities for sharing of possible future funding, and,

WHEREAS, staff recommends this ILA for approval.

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 attached hereto as Exhibit "A" between Monroe County, City of Key West, Islamorada, Village of Islands, City of Key Colony Beach, City of Layton, the Florida Keys Aqueduct Authority, and Key Largo Wastewater Treatment District and the City of Marathon regarding FKSA future funding dispersals. The City manager is authorized to sign the ILA on behalf of the City of Marathon.

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 11th DAY OF AUGUST 2026.

THE CITY OF MARATHON, FLORIDA

Lynny Del Gaizo, Mayor

AYES: Still, Landry, Matlock, Struyf, Del Gaizio
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:

Steve Williams, City Attorney

#205661 v1

FLORIDA KEYS STEWARDSHIP ACT
FUNDING DISTRIBUTIONAGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2026, by and between the following Parties for the distribution of funds allocated by the State of Florida for the implementation of the Florida Keys Stewardship Act, Ch.2016-225 Laws of Florida, hereinafter referred to "the FKSA."

PARTIES:

MONROE COUNTY (hereinafter referred to as "County"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Suite 205, Key West, FL 33040

CITY OF KEY WEST (hereinafter referred to as "Key West"), a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, FL 33040, and

CITY OF MARATHON (hereinafter referred to as "Marathon"), a municipal corporation of the State of Florida, whose address 9805 Overseas Highway Marathon, FL 33050, and

ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "Islamorada"), a municipal corporation of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036; and

CITY OF KEY COLONY BEACH (hereinafter referred to as "Key Colony Beach"), a municipal corporation of the State of Florida, whose address is P.O. Box 510141, Key Colony Beach, FL 33051-0141; and

CITY OF LAYTON (hereinafter referred to as "Layton"), a municipal corporation of the State of Florida, whose address is 68280 Overseas Highway, Layton FL 33001, and

FLORIDA KEYS AQUEDUCT AUTHORITY (hereinafter referred to as "FKAA), an independent special district established under the Laws of Florida, whose address is 1100 Kennedy Drive, Key West, FL 33040; and

KEY LARGO WASTEWATER TREATMENT DISTRICT (hereinafter referred to as "KL WTD"), an independent special district established under the Laws of Florida, whose address is P.O. Box 491, Key Largo, FL 33037; and

WITNESSETH:

WHEREAS, Monroe County's protected lands and waters span three national parks (Dry Tortugas and, partially, Everglades and Biscayne), four national wildlife refuges (National Key Deer, Great White Heron, Key West, and Crocodile Lake), the federally-state jointly managed Florida Keys National Marine Sanctuary, ten state parks (including John Pennekamp Coral Reef, Bahia Honda, Fort Zachory Taylor, and Dagny Johnson Key Largo Hammock), and multiple state

aquatic preserves (Lignumvitae Key, Coupon Bight, and the Card Sound portion of Biscayne Bay) and

WHEREAS, Monroe County, Key West, Marathon, Islamorada, Key Colony Beach and Layton were determined by the State Legislature to be areas containing, or having a significant impact upon, environmental or natural resources of regional or statewide importance that is so environmentally sensitive and fragile, that Monroe County, Marathon, Islamorada, Key Colony Beach and Layton were designated by the State as the Florida Keys Area of Critical State Concern pursuant to Sections 380.05, Florida Statutes, and Key West was designated as the City of Key West Area of Critical State Concern pursuant to Chapter 28, FAC; and

WHEREAS, in 2016 the Florida Legislature further enacted the Florida Keys Stewardship Act (FKSA), in order to promote the protection of the off-shore and near shore environment in the Florida Keys through the implementation of "projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects, projects to protect water resources available to the Florida Keys," and

WHEREAS, since the adoption of the FKSA the State of Florida has provided $149,333,333 dollars for the implementation of water quality protection projects in the Florida Keys, and

WHEREAS in 2026 the Florida Legislature provided $20 million dollars for the implementation of the FKSA subject to the following conditions; "The funds shall be held in reserve. The department is authorized to submit budget amendments requesting release of funds pursuant to the provisions of chapter 216, Florida Statutes. The release of funds is contingent upon the submission of a newly executed interlocal agreement among, at a minimum, the Village of Islamorada, the Key Largo Wastewater Treatment District, the City of Marathon, the Monroe County/Florida Keys Aqueduct Authority, the City of Key West, and Key Colony Beach, to finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities, building projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects and projects to protect water resources available to the Florida Keys, or for the purpose of land acquisition within the Florida Keys Area of Critical Concern as authorized pursuant to section 259.045, Florida Statutes, with increased priority given these acquisitions that achieve a combination of conservation goals, including protecting Florida's water resources and natural groundwater recharge."

WHEREAS, this Agreement details and specifies the distribution of the funds allocated by the legislature in 2026, as well as, future funding provided by the State for the implementation of the FKSA that the Parties have determined to be, and have agreed would be fair and equitable to all Parties.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and other valuable consideration, the sufficiency and receipt of which is acknowledged by all of the Parties, the Parties hereby agree as follows:

1. **DEFINITIONS.**

As used herein, the following terms shall have the following meanings, unless the context clearly otherwise requires:

Agreement shall mean this Interlocal Agreement.

Authorized Officer shall mean the Mayors of the County, Key Colony Beach, Key West, Islamorada, and Marathon, the Chairperson of the Board of the KLWTD and the Chairperson of the FKAA or his designee.

Department shall mean the Florida Department of Environmental Protection.

Fiscal Year shall mean the State of Florida fiscal year, i.e., the period commencing on July I of each year and continuing through the next succeeding June 30, or such other period as may be prescribed by law.

Fund. Funds or Funding shall mean the funds allocated by the Florida Legislature for the implementation of the Florida Keys Stewardship Act, through the General Appropriations Act, and consistent with any limitations of restrictions specified therein.

Party or Parties shall mean the signatories to this Agreement, individually or collectively (to wit: the County, FKAA, Key Colony Beach, Key West, Layton, KLWTD, Islamorada, and Marathon.

State shall mean the State of Florida.

2. **RECITALS.**

The recitals set forth above are true and correct and are hereby incorporated in this Agreement.

3. EFFECTIVE DATE AND TERM.

(a) This Agreement shall take effect on the date it is fully executed by the Authorized Officer of all of the Parties.

(b) This Agreement shall continue in full force and effect until this Agreement is terminated by the mutual consent of all of the Parties, in writing.

4. **DISTRIBUTION OF FUNDS.**

(a) Funds allocated by the State for the implementation of the Florida Keys Stewardship Act shall be distributed in accordance with the distribution schedule set forth in the following table:

Proposed Stewardship 5 Year Interlocal Agreement Funding Allocations							
Entity	Y1/FY26-27	Y2/FY27-28	Y3/FY28-29	Y4/FY29-30	Y5/FY30-31		
						If no one can spend their annual allocation, how do we re-distribute?	Percentage of Distribution
Monroe County	$ 5,000,000	$ 3,200,000	$ 5,000,000	$ 5,000,000	$ 5,000,000	Everyone agreed:	25%
KLWTD*	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	Use percentage for re-distribut	13%
FKAA*	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000		15%
City of Key West	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000		15%
City of Marathon	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000		13%
Village of Islamorada	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000		13%
City of Key Colony Beach	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000		8%
City of Layton	$ -	$ 1,800,000	$ -	$ -	$ -		1
	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000		

(b) In the event the State appropriates less than the anticipated $20 million in fiscal years (years 2 – 5), all such Funding received shall be distributed to the Parties on a pro rata basis pursuant to the distribution schedule as set forth in paragraph 4. (a) above.

(c) If any entity is not able to execute an agreement with DEP for any reason, then the funds allocated to that entity will be reallocated, on a pro rata basis, to the remaining entities based on the percentage indicated in the distribution schedule above.

5. **UTILIZATION OF FUNDING.**

(a) Any FKSA Funds received by the Parties from the State shall be utilized by the Parties to: finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities, building projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects and projects to protect water resources available to the Florida Keys, or for the purpose of land acquisition within the Florida Keys Area of Critical Concern as authorized pursuant to section 259.045, Florida Statutes, with increased priority given these acquisitions that achieve a combination of conservation goals, including protecting Florida's water resources and natural groundwater recharge. or any other lawful purpose in accordance with the laws, statutes, rules, and regulations promulgated by the State with reference to the expenditure of any such Funds.

(b) For FY 26-27 funding each entity shall work with the department independently to identify projects and receive their funding per the distribution schedule set forth in section 4. (a) above.

(c) In order to ensure compliance with paragraph 5. (a) above for every year thereafter the County on behalf of the Parties, shall by November 1, submit to the Department a list of proposed projects, and sufficient information about each of these, to permit the Department to confirm their eligibility for Funding, prior to submitting these to the Legislature pursuant to the provisions of chapter 216, F.S. In order for the County to meet this deadline/requirement in this subsection, the parties agree to submit their project list to the County by October 1, each year thereafter.

(d) Should the Department determine that a project does not meet the provisions of paragraph 5. (a) above, the Party will have the opportunity to work with the Department to identify a suitable replacement. If an entity cannot come to agreement with DEP for suitable replacement project(s) by December 1 of each year, then those funds shall be allocated to the other parties per the percentages set out in the distribution schedule set forth in section 4. (a).

6. **NO GUARANTEED DISTRIBUTION AMOUNT.**

The amount of Funding to be received by each Party pursuant to this Agreement is dependent upon:

(a) the amount of Funding actually received from the State,

(b) the restrictions and requirements set forth in Section 215.619, Florida Statutes, as well as the bonding, appropriations, and distribution processes of the State, and

(c) Paragraph 4 of this Agreement.

7. **JOINT COOPERATION**

The Parties agree to cooperate and to use their best efforts and their joint resources to advocate for the appropriation and distribution of the $20 million FKSA Funds to the Parties. Toward that end:

(a) The parties agree to utilize their state lobbyist(s) (if applicable) to request the State Legislature and the Governor to approve and appropriate the FKSA Funds to the Parties pursuant to Paragraph 4a and in accordance with this Agreement.

(b) The parties agree to coordinate their lobbying efforts and to work in good faith with each other. In exercising "good faith", a party shall not lobby against the interests of the other parties as it pertains to FKSA funds. Each party shall make reasonable efforts to keep the other parties advised of their own lobbying activities as it relates to State water project funding.

8. **RECORDS - ACCESS AND AUDITS.**

All Parties shall maintain adequate and complete records for a period of five years after each Annual Allocation. Each Party, its officers, employees, agents and contractors shall, upon proper request, have access to the books, records, and documents of the other Parties, related to

this Agreement. The access to and inspection of such books, records, and documents by the Parties shall occur at a reasonable time upon reasonable notice.

9. **ASSIGNMENT.**

No Party may assign this Agreement or any of its obligations under this Agreement without the approval of the other Parties. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of all of the Parties.

10. **SUBORDINATION.**

This Agreement is subordinate to the laws and regulations of the United States, and the State of Florida, whether in effect on commencement of this agreement or adopted after that date.

11. **INCONSISTENCY.**

If any item, condition or obligation of this Agreement is in conflict with other items in this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limit the responsibility and liability of each Party.

12. **NOTICES.**

Unless otherwise specified, all Notices must be sent by certified mail to the following:

FLORIDA KEYS AQUEDUCT AUTHORITY:
Executive Director
1100 Kennedy Drive
Key West, FL 33040

KEY WEST:
City Manager
1300 White Street
Key West, FL 33040

ISLAMORADA VILLAGE OF ISLANDS :
Village Manager
868000 Overseas Highway
Islamorada, Florida 33036

LAYTON :
City Manager
68280 Overseas Highway
Layton FL 33001

KEY COLONY BEACH:
Mayor, Key Colony Beach
P.O. Box 510141
Key Colony Beach, FL 33051-0141

MARATHON
City Manager
9805 Overseas Highway
Marathon, FL 33050

MONROE COUNTY
County Administrator
1100 Simonton Street, Suite 205
Key West, FL 33040

KEY LARGO WASTEWATER TREATMENT DISTRICT
General Manager
PO Box 491

&
County Attorney
P.O. Box 1026
Key West, FL 33041-1026

Key Largo, Florida 33037

13. **NON-RELIANCE BY NON-PARTIES.**

No Non-Party entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement or benefit of any service or program contemplated hereunder, and each Party agrees that neither the Party nor any officer, agent, or employee of the Party shall have the authority to inform, counselor otherwise indicate that any particular individual or groups of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to or superior to the community in general or for the purposes contemplated under this Agreement.

14. **HEADINGS.**

The headings and other captions contained in this Agreement are provided for reference and convenience purposes only and are in no way intended to describe, interpret, define, expand, or limit the scope, extent, or intent of this Agreement, or any provision hereto.

15. **IMPLEMENTING ACTIONS OF THE PARTIES.**

The Parties shall take any and all necessary and appropriate actions relating to the implementation of this Agreement.

16. **DISPUTE RESOLUTION.**

With respect to any dispute, claim, or controversy arising out of or relating to this Agreement, or any Party's performance thereof, or the breach, termination, enforcement, interpretation or validity thereof, the Parties shall utilize the process for dispute resolution set forth in Chapter 164, known as the "Florida Governmental Conflict Resolution Act".

17. **ATTORNEYS' FEES AND COSTS.**

In the event there is litigation arising under or related to Agreement, each Party shall pay its own attorneys' fees and costs and expenses incurred in enforcing the Agreement including any appellate attorney's fees.

18. **GOVERNING LAW; VENUE.**

This Agreement shall be governed by and construed according to the laws of the State of Florida and venue shall be proper exclusively in Monroe County.

19. **HOLD HARMLESS.**

Each party, as a state agency or subdivision 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 any other party to this agreement, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

Nothing contained in this Section shall be construed to be a waiver by any of the party's 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 any of the party's to be sued by third parties in any matter arising out of this or any other Agreement.

20. **COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which, when so executed and delivered, shall be an original and all of which shall together constitute one and the same Agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document. An electronic version of any signature shall be deemed an original for all purposes.

21. **JOINT PREPARATION.**

The preparation of this Agreement has been a joint effort of the Parties, and this Agreement has been carefully reviewed by the Parties. Therefore this Agreement shall not, solely as a matter of judicial interpretation, be construed more severely against one of the Parties than the other.

22. **FULL UNDERSTANDING.**

This Agreement is the Parties' final mutual understanding regarding the subject matter hereof. It replaces and supersedes any earlier prior and contemporaneous agreements or understandings, whether written or oral. This Agreement may be modified and amended only by written instrument executed by all the Parties hereto.

23. **INTERLOCAL AGREEMENT.**

This Agreement shall constitute an inter-local agreement pursuant to Section 163.01, Florida Statutes.

24. **PUBLIC ACCESS TO RECORDS.**

The parties shall allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their corporate seals hereon.

(SEAL)
Attest: KEVIN MADOK, Clerk

By: _____
as Deputy Clerk

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor Michelle Lincoln

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF MONROE COUNTY, FLORIDA ONLY:

By: _____
Pedro J. Mercado
Chief Assistant County Attorney

(SEAL)
ATTEST:

By: _____
Keri O'Brien
City Clerk

THE CITY OF KEY WEST, FLORIDA

By: _____
Mayor Danise Henriquez

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

By: _____
Mayanne Downs
City Attorney

(SEAL)
ATTEST:

By: Diane Clavier
Diane Clavier
City Clerk

THE CITY OF MARATHON, FLORIDA

By: Lynny Del Gaizo
Mayor Lynny Del Gaizo

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

By: Steven Williams
Steven Williams
City Attorney

(SEAL)
ATTEST:

THE CITY OF KEY COLONY BEACH

By: _____
Silvia Roussin
City Clerk

By: _____
Mayor Freddie Foster

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

By: _____
Dirk Smits
City Attorney

(SEAL)
ATTEST:

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Marne McGrath
Clerk

By: _____
Mayor Don Horton

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ONLY:

By: _____
John Quick
Village Attorney

(SEAL)
ATTEST:

FLORIDA KEYS AQUEDUCT AUTHORITY

By: _____
Clerk

By: _____
Gregory W. Veliz as authorized by the Board of Directors

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE FLORIDA KEYS AQUEDUCT AUTHORITY ONLY:

By: _____
Shawn D Smith
General Counsel

(SEAL)
ATTEST:

CITY OF LAYTON, FLORIDA

By: _____
Mimi Young
City Clerk

By: _____
Mayor Bruce Halle

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

By: _____
Dirk Smits
City Attorney

(SEAL)
ATTEST:

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _____
Clerk

By: _____
Nicolas Rodriguez, Chairman

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT ONLY:

By: _____
Nick Mulick
General Counsel