

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-97**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND THE CITY OF MARATHON TRANSFERRING NINETEEN (19) EARLY EVACUATION AFFORDABLE HOUSING RESIDENTIAL ALLOCATIONS FOR A PROJECT IN THE OWNERSHIP OF MONROE COUNTY LOCATED AT 490 63RD STREET, HAVING REAL ESTATE NUMBER 00339920-000000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the “City”) wishes to enter into an Interlocal Agreement (ILA) with Monroe County (the “County”) for the purposes of Transferring early evacuation affordable housing unit allocations; and

WHEREAS, the ILA transfers nineteen (19) early evacuation affordable allocations to the City of Marathon and requiring that all nineteen (19) early evacuation units be constructed at 490 63rd Street pursuant to the ILA approved pursuant to this Resolution; and

WHEREAS, the Interlocal Agreement with the County is in the best interest of Monroe County and the City of Marathon for the purposes of providing opportunities for affordable housing,

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 (ILA) attached hereto as Exhibit “A”, between Monroe County and the City of Marathon transferring early evacuation affordable housing residential allocations for a project located at 490 63rd Street is hereby approved. The Mayor is authorized to sign the ILA 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 14th DAY OF OCTOBER, 2025.

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

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:**

Steve Williams, City Attorney

**INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY
AND THE CITY OF MARATHON
TRANSFERRING AFFORDABLE WORKFORCE HOUSING EARLY EVACUATION
ROGO ALLOCATIONS**

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and the City of Marathon, a municipal corporation of the State of Florida, whose address is 9805 Overseas Highway, Marathon, Florida 33050 (the “City”).

WITNESSETH:

WHEREAS, Monroe County and the City of Marathon recognize the value of regional partnerships in smart growth; and

WHEREAS, Policy 101.3.10 of the Year 2030 Monroe County Comprehensive Plan allows Rate of Growth Ordinance building permit allocations (ROGOs) for affordable housing projects to be pooled and transferred between local government jurisdictions within the Florida Keys Area of Critical State Concern, if accomplished through an interlocal agreement between the sending and receiving local governments; and

WHEREAS, on August 20, 2025, the Monroe County Board of County Commissioners (“Monroe County”, “Board”, “BOCC”, or the “County”) adopted BOCC Ordinance Nos. 018-2025 and 019-2025, amending the Monroe County Comprehensive Plan’s Future Land Use and Housing Elements and the Monroe County Land Development Code to allow award of workforce early evacuation unit ROGO allocations without the 1-for-1 exchange requirements and to allow affordable workforce early evacuation unit building permit allocations to be transferred to another government jurisdiction for County-initiated affordable housing projects within incorporated municipalities, as approved through an interlocal agreement between the sending and receiving local governments; and

WHEREAS, Chapter Five (5) of the City Comprehensive Plan identifies goals, objectives and policies to provide for development pursuant to intergovernmental coordination and interlocal agreements; and

WHEREAS, Monroe County and the City of Marathon have previously entered into Interlocal Agreements to transfer ROGOs; and

WHEREAS, Monroe County and the City of Marathon recognize the potential economic value of such transferable affordable allocations; and

WHEREAS, this Agreement is entered into according to the authority of Florida Statutes, Section 163.01, *et. seq.*, Florida Interlocal Cooperation Act of 1969, which states:

“It is the purpose of this section to permit local government units to make the most

efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities”; and

WHEREAS, the comprehensive plans of Monroe County and the City of Marathon expressly identify interlocal agreements as a means of resolving issues mutually affecting their respective jurisdictions; and

WHEREAS, the Monroe County Board of County Commissioners currently owns the property described below (“Subject Property”):

Parcel ID No. 00339920-000000; Alt. Key No. 1417530
490 63rd Street
Marathon, FL 33050

LOTS 1, 2, 3 and 4, BLOCK B, SHERYL SUBDIVISION NO. 2, a subdivision according to the Plat thereof as recorded in Plat Book 4, Page 43, of the Public Records of Monroe County, Florida, together with any and all improvements thereon.

Also described as:

A parcel of land located in SHERYL SUBDIVISION NO. 2, according to the Plat thereof as recorded in Plat Book 4, Page 43, of the Public Records of Monroe County, Florida. Said property being more particularly described as follows: COMMENCING at the N. W. Corner of Lot 1, Block B, SHERYL SUBDIVISION NO. 2, according to the Plat thereof as recorded in Plat Book 4, Page 43, of the Public Records of Monroe County, Florida, said point also being known as the POINT OF BEGINNING; from said POINT OF BEGINNING run East and perpendicular to Ronald Road of said Subdivision for a distance of 99.44 feet to a point; thence at right angles, South and parallel with said Ronald Road, run a distance of 334.15 feet to a point; thence bear West and at right angles to the preceding course for a distance of 99.44 feet to a point also being the Southwesterly corner of Lot 4, Block B, SHERYL SUBDIVISION NO. 2; thence at right angles and bearing North along the Easterly right-of-way line of Ronald Road, run a distance of 334.15 feet, back to the POINT OF BEGINNING.

WHEREAS, on May 21, 2025, at their regular meeting, the BOCC adopted Resolution No. 190-2025, approving \$8,550,000.00 from the Monroe County Affordable Tourism Housing Program for the demolition of existing building(s) and development of up to nineteen (19) new affordable workforce housing units by the Monroe County Housing Authority (“MCHA”) on the Subject Property, which will be designated for employees of private sector tourism-related businesses in accordance with Monroe County Resolution No. 544-2024; and

WHEREAS, on August 20, 2025, at their regular meeting, the BOCC adopted Resolution 286-2025, approving the reservation of nineteen (19) affordable workforce early evacuation unit ROGO allocations for development by the MCHA on the Subject Property; and

WHEREAS, the County hereby agrees to transfer to the City nineteen (19) affordable housing allocations to allow Marathon to issue permits to the County and/or MCHA to develop the Subject Property with up to nineteen (19) affordable workforce housing units designated for employees of private sector tourism-related businesses in accordance with Monroe County Resolution No. 544-2024; and

WHEREAS, the parties have determined that this Agreement is in the best interests of the public.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. RECITALS: The foregoing recitals, findings of fact, and conclusions of law are hereby incorporated as if fully stated herein.

Section 2. TRANSFER: The parties agree to permit the transfer of up to nineteen (19) affordable workforce early evacuation unit ROGO allocations from the County to the City of Marathon, and subject to the conditions contained herein, including but not limited to:

a. The filing of a 99-year Affordable Housing Deed Restriction on all of the nineteen (19) affordable housing units pursuant to this Agreement and the applicable requirements of the Code of Ordinances of the City of Marathon for affordable housing development, and the applicable provisions of the Monroe County Comprehensive Plan for affordable workforce housing early evacuation units.

b. Upon written County notification of discontinuance of plans to develop the property with affordable workforce housing early evacuation units, the allocations shall automatically be returned to the County and this Agreement shall accordingly become null and void.

Section 3. ASSIGNMENT: Monroe County has assigned its right to issue building permits utilizing the nineteen (19) affordable workforce housing early evacuation units to the City, and the associated building permits are to be issued by the City, subject to the Code of Ordinances of the City of Marathon for affordable housing development. The nineteen (19) affordable workforce housing early evacuation unit allocations are to be used specifically by the County and/or MCHA for development at the Subject Property.

Section 4. TERM: Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force until fully performed by the parties and MCHA or discontinued by the County as stated in Section 2.

Section 5. NOTIFICATION:

- A. All notices and other communications hereunder by the City of Marathon must be in writing and shall be provided by certified U. S. Postal Service Certified mail to Monroe County in the following form and address, or to any other address which either party may designate to the other by mail:

Christine Hurley, Monroe County Administrator
Monroe County Historic Gato Building
1100 Simonton Street
Key West, FL 33040

Planning & Environmental Resources Department
Attn: Senior Director
2978 Overseas Highway
Marathon, FL 33050

Monroe County Attorney Robert B. Shillinger, Jr., Esquire
Monroe County Attorney's Office
1111 12th Street, Suite 408
Key West, FL 33040

- B. All notices and other communications hereunder by the County must be in writing and shall be provided in the following form and address, or to any other address which either party may designate to the other party by mail:

George Garrett
City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

Brian Shea
Planning Director
City of Marathon
9805 Overseas Highway
Marathon, FL 33050

With a copy to: Steven Williams, Esquire
City Attorney
City of Marathon
9805 Overseas Highway
Marathon, FL 33050

Randy Sterling
Executive Director
Monroe County Housing Authority

1400 Kennedy Drive
Key West, FL 33040

Any notice under this Agreement shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

Section 6. GOVERNING LAWS/VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida and the United States. Exclusive venue for any dispute arising under this Agreement shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs. This Agreement is not subject to arbitration.

Section 7. NONDISCRIMINATION: The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties 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 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. s. 1975, as amended (42 U.S.C. ss. 6101-6107)), which prohibits discrimination on the basis of age; (4) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (5) The Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (6) The Public Health Service Act of 1912, ss. 523 and 527, (42 U.S.C. ss. 290 dd-3 and 290 ee03), as amended, relating to confidentiality of alcohol and drug abuse patient records; (7) The Americans With Disabilities Act of 1990 (42 U.S.C. s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; (8) The Florida Civil Rights Act of 1992, (Chapter 760, Florida Statutes, and Section 509.021, Florida Statutes), as may be amended from time to time, relating to nondiscrimination; and (9) any other nondiscrimination provisions in any federal or state statutes or local ordinances which may apply to the parties to, or the subject matter of, this Agreement.

Section 8. CODE OF ETHICS: The parties agree that their officers and employees recognize and will be required to comply with the standards of conduct relating to public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 9. NO SOLICITATION/PAYMENT: The parties warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not been paid or agreed to pay any person, company, corporation, individuals, or firm, other than a bona fide employee

working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach of violation of this provision, each party agrees that the other party shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 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.

Section 11. INCONSISTENCY: If any item, condition, or obligation of this Agreement is in conflict with other items of this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limited the County's responsibility and liability.

Section 12. PUBLIC ACCESS TO RECORDS: The parties must comply with all Florida public records laws, including but not limited to Chapter 119, Florida Statutes, and Section 24, Article I, of the Florida Constitution; the parties shall keep and maintain, and allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other "public record" materials in its possession or under its control subject to the provisions of said statutory and constitutional provisions and made or received by the parties in conjunction with this Agreement. The parties are likewise required to ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, GAELAN JONES AT PHONE# 305-292-3470 JONES-GAELAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

Section 13. NON-RELIANCE BY NON-PARTIES: Other than as stated herein, no person or 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 to or benefit of any service or program contemplated hereunder, and the parties agree that neither the County nor the City or any agent, officer, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group 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 in this Agreement.

Section 14. 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 a party in his or her individual capacity, and no member, officer, agent or employee of a party

shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 15. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT: This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

Section 16. MISCELLANEOUS: Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate or other organizational action, as required.

Section 17. COUNTERPARTS: This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterpart shall constitute one and the same instrument.

Section 18. SEVERABILITY: The provisions of this ILA are declared to be severable, and if any sentence, section, clause or phrase of this ILA shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 19. EFFECTIVE DATE: This Agreement shall take effect upon effectiveness of Monroe County Ordinance No. 018-2025 and Monroe County Ordinance No. 019-2025.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
James K. Scholl, Mayor

Date: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

ATTEST:

By: _____
THE CITY OF MARATHON, FLORIDA

DIANE CLAVIER
City Clerk

By: _____
Mayor Lynn Landry Date

(City Seal)

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

By: _____
Steven Williams
City Attorney

DRAFT