

## CITY COUNCIL AGENDA STATEMENT



**Meeting Date:** September 8, 2026  
**To:** Honorable Mayor and Council Members  
**From:** Brian Shea, Planning Director  
**Through:** Steve Williams, Interim City Manager

**Agenda Item:** Resolution 2026-84, Approving An Interlocal Agreement Between The City Of Layton And The City Of Marathon Transferring fifty (50) Early Evacuation Workforce Affordable Housing Residential Allocations; And Providing An Effective Date

Resolution 2026-85, Approving An Interlocal Agreement Between The City Of Key Colony Beach And The City Of Marathon Transferring fifty (50) Early Evacuation Workforce Affordable Housing Residential Allocations; And Providing An Effective Date

### BACKGROUND & JUSTIFICATION:

The City of Marathon amended it's comprehensive plan to accept any of the unused 1,300 early evacuation units that were awarded to jurisdictions within Monroe County. The City of Marathon, Village of Islamorada, City of Key West, and unincorporated Monroe County all were set aside 300 units. Each jurisdiction amended their comprehensive plan to accept and allocate the units. Layton and Key Colony Beach were set aside 100 units between the two jurisdictions. These jurisdictions have not amended their comprehensive plans to utilize the units and wish to extend the use of the units to the City of Marathon.

Pursuant to the City Codes, the units must meet the criteria of Section 104.02.1 "Affordable--Early Evacuation Residential Unit" & Section 104.03 "Affordable Housing."

### CONSISTENCY CHECKLIST:

1. Comprehensive Plan

| Yes      | No    |
|----------|-------|
| <u>X</u> | _____ |

### FISCAL NOTE:

Not Applicable

### APPROVED BY FINANCE DIRECTOR:

### RECOMMENDATION:

Approval of Resolution

Sponsored by: Williams

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2026-85**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KEY COLONY BEACH AND THE CITY OF MARATHON TRANSFERRING FIFTY (50) EARLY EVACUATION WORKFORCE AFFORDABLE HOUSING RESIDENTIAL ALLOCATIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon (“Marathon”) wishes to enter into an Interlocal Agreement with the City of Key Colony Beach (“Key Colony Beach”) for the purposes of Transferring affordable housing unit allocations; and

**WHEREAS**, the Interlocal Agreement with Key Colony Beach is in the best interest of Key Colony Beach 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 Key Colony Beach and the City of Marathon transferring Early Evacuation Workforce Affordable Housing Residential Allocations 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 8<sup>th</sup> DAY OF SEPTEMBER, 2026.**

**THE CITY OF MARATHON, FLORIDA**

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**Lynny Del Gaizo, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

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Diane Clavier, City Clerk

(City Seal)

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

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Steve Williams, City Attorney

**INTERLOCAL AGREEMENT BETWEEN  
KEY COLONY BEACH AND THE CITY OF MARATHON  
TRANSFERRING AFFORDABLE HOUSING RESIDENTIAL ALLOCATIONS**

This Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between Key Colony Beach, a municipal corporation of the State of Florida, whose address is XXX (“KCB”) and the City of Marathon, a municipal corporation of the State of Florida, whose address is 9805 Overseas Highway, Marathon, Florida 33050 (“Marathon”);

**WITNESSETH:**

**WHEREAS**, Key Colony Beach and the City of Marathon recognize the value of regional partnerships in smart growth; and

**WHEREAS**, Objective 1-4.1 of the City of Marathon Comprehensive Plan allows Workforce-Affordable Housing Building Permit Allocations to be accepted from 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**, Chapter Five (5) of the City of Marathon comprehensive Plan identifies goals, objectives and policies to provide for development pursuant to intergovernmental coordination and interlocal agreements; and

**WHEREAS**, Key Colony Beach 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 Key Colony Beach and the City of Marathon expressly identify interlocal agreements as a means of resolving issues mutually affecting their respective jurisdictions; and

**WHEREAS**, KCB hereby agrees to transfer to Marathon fifty (50) affordable workforce housing early evacuation allocations to allow Marathon to allocate units as deed restricted affordable housing.

**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. TRANSFER:** The parties agree to permit the transfer of up to fifty (50) affordable workforce housing early evacuation allocations from Key Colony Beach to the City of Marathon, and subject to the conditions contained therein, including but not limited to:

a. The filing of a 99 year Affordable Housing Deed Restriction on all of the fifty (50) affordable housing units pursuant to this Agreement and the applicable requirements of the Code of Ordinances, City of Marathon, Florida and the applicable provisions of the Florida Building Code.

b. The affordable housing shall be solely in the categories set forth in Section 104.03 of the Marathon Land Development Regulations entitled "Affordable Housing."

c. The deed restricted units must meet all requirements of Section 104.02.1 of the Marathon Land Development Regulations entitled "Affordable--Early Evacuation Residential Unit".

**Section 2. ASSIGNMENT:** Key Colony Beach has assigned its rights to the affordable allocations to Marathon.

**Section 3. TERM:** Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force until fully performed by the parties.

**Section 4. 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 5. 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 6. 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 7. 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 8. 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 9. 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 City of KCB's responsibility and liability.

**Section 10. 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.

**Section 11. 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 KCB nor Marathon 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 12. 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 13. NOTICES:** All notices and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to KCB: XX

XXX

With a copy to: XXX

If to Marathon: 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: City Attorney  
City of Marathon  
9805 Overseas Highway  
Marathon, FL 33050

Any notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, 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 14. 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 15. 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 16. COUNTERPARTS:** 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.

**Section 17. 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 18. EFFECTIVE DATE:** This Agreement shall take effect on the date set forth above.

SIGNATURES ON FOLLOWING PAGES

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

(SEAL)

ATTEST: CLERK

THE CITY OF KEY COLONY BEACH,  
FLORIDA

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

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

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

ATTEST:

THE CITY OF MARATHON, FLORIDA

\_\_\_\_\_  
DIANE CLAVIER  
City Clerk

By: \_\_\_\_\_  
Lynny Del Gaizo, Mayor

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

(City Seal)

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

By: \_\_\_\_\_  
Steve Williams  
City Attorney