

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-70**

APPROVING THE SECOND AMENDMENT TO THE AMENDMENT TO THE STATE WASTEWATER FUNDING AGREEMENT WITH MONROE COUNTY, FLORIDA KEYS AQUEDUCT AUTHORITY, KEY LARGO WASTEWATER TREATMENT DISTRICT, THE VILLAGE OF ISLAMORADA AND THE CITIES OF KEY COLONY BEACH, AND KEY WEST DATED FEBRUARY 20, 2013 (CITY OF MARATHON RESOLUTION 2013-23) AND WITH THE ADDITION HEREIN, OF THE CITY OF LAYTON; AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the parties below entered into an *Interlocal Agreement* (collectively, the "ILA") on February 20, 2013, which was subsequently amended by an Agreement entitled, *Amendment to the State Wastewater Funding Agreement for "Year Two of Four"* dated September 17, 2013. The purpose of the ILA was to equitably allocate the Mayfield Grant Funds (Subsequently known as the Florida Keys Stewardship Act – 2016 HB 447) given by the State of Florida to the parties listed below. This *Second Amendment* to the ILA will be referred to as the "Extension Agreement."

WHEREAS, it is the City's understanding, as for all parties, that the Amended ILA is still in effect pursuant to the following language:

3. EFFECTIVE DATE AND TERM.

- (a) This Amendment Agreement shall take effect on the date it is fully executed by the Authorized Officer of all of the Parties.
- (b) This Amendment Agreement shall continue in full force and effect until:
 - 1) All of the anticipated \$200 million of Mayfield Grant Funding has been distributed to the Parties in accordance with this Amendment Agreement and there are no additional Mayfield Grant Funds available to be distributed; or
 - 2) This Amendment Agreement is terminated by the mutual consent of all of the Parties, in writing; and

WHEREAS, it is the desire of all parties to continue with the format of an ILA through this Resolution and Twice Amended ILA known as the "Extension Agreement" as provided for and outlined in 163.01, Florida Statutes; and

WHEREAS, in addition to the original ILA and its Amendment in September of 2013, this Extension Agreement provides the potential for the City of Layton to participate in future years; and

WHEREAS, it is in the City's best interest and in further protection of the City's Health, Safety, and Welfare and that of the Florida Keys to adopt the following Extension Agreement to the ILA,

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 Second Amendment to the ILA, known herein as the "Extension Agreement" is hereby adopted and incorporated as "Exhibit 1."

Section 3. the Amended ILA dated September 17, 2013 (City of Marathon Resolution 2013-85 is incorporated as "Exhibit 2."

Section 4. this Resolution shall take effect immediately upon the signature of all parties.

Section 5. the City Clerk is directed to transmit this Resolution to Monroe County, Florida Keys Aqueduct Authority, Key Largo Wastewater Treatment District, The Village Of Islamorada And The Cities Of Key Colony Beach, Layton, and Key West for similar approvals.

Section 6. when the City has received a fully executed document, signed by all parties, then the City Clerk shall transmit the fully executed document to the Florida Department of Environmental Protection, Florida Department of Commerce, and the Executive Office of the Governor

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8TH DAY OF JULY, 2025.

THE CITY OF MARATHON, FLORIDA


Lynn Landry, Mayor

AYES: DelGaizo, Matlock, Smith, Still, Landry

NOES: None


ABSENT: None

ABSTAIN: None

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

**SECOND AMENDMENT TO THE AMENDMENT TO
THE STATE WASTEWATER FUNDING AGREEMENT
FOR "YEAR TWO OF FOUR"**

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The parties desire to enter into this *Extension Agreement* to provide clarity to the State of Florida as to the distribution of funds received under the *Florida Keys Stewardship Act* for the next five years.

This *Extension Agreement* amends the ILA as follows:

1. The terms within the two previous Agreements remain in full force and effect except as amended herein.
2. The **Whereas** clauses are reiterated as though set forth fully and at length herein.
3. The parties remain as stated in the ILA:
 - A. The City of Key West
 - B. The City of Marathon
 - C. The City of Key Colony Beach
 - D. The City of Layton
 - E. Islamorada, Village of Islands
 - F. Monroe County, Florida
 - G. Florida Keys Aqueduct Authority
 - H. Key Largo Wastewater Treatment District
4. Since 2012, the Florida Legislature has allocated \$214,333,333.00 to fund wastewater treatment infrastructure projects in the Florida Keys. An initial fifty million (\$50,000,000.00) was allocated to the Cudjoe Regional Wastewater Project and to Islamorada, Village of Islands. Thereafter, the funds were allocated pursuant to the terms of paragraph 5 in the ILA entitled, *Distribution of Funds*.
5. The parties agree that future funds received, pursuant to the *Florida Keys Stewardship Act*, shall be distributed according to the following schedule:

<u>Entity</u>	<u>Allocation</u>
The City of Key West	<u>12.5 %</u>
The City of Marathon	<u>12.5%</u>
The City of Key Colony Beach	<u>12.5%</u>
<u>The City of Layton (as provided below)</u>	<u>12.5% (see below)</u>
Islamorada, Village of Islands	<u>12.5%</u>
Monroe County, Florida	<u>12.5%</u>
Florida Keys Aqueduct Authority	<u>12.5%</u>
Key Largo Wastewater Treatment District	<u>12.5%</u>

6. As the parties have done in previous years, each party to the ILA and this *Extension Agreement* is authorized to reallocate their respective shares of funds upon mutual agreement of the specifically impacted parties. Such reallocation shall be evidenced in writing and executed by the impacted parties.
7. The parties agree to work cooperatively to advocate to the Legislature each year to distribute the *Florida Keys Stewardship Act* funding in accordance with the proviso that has been utilized for a majority of the budgets adopted. The language provides:

Funds in Specific Appropriation 1550 are provided to the Department of Environmental Protection for the purpose of entering into financial assistance agreements with local governments located in the Florida Keys Area of Critical State Concern and City of Key West Area of Critical State Concern, to be distributed in accordance with the existing interlocal agreement amongst the City of Key West, City of Marathon, City of Key Colony Beach, City of Layton (as provided below), Islamorada, Village of Islands, Key Largo Wastewater Treatment District, Florida Keys Aqueduct Authority, and Monroe County, 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.

8. The City of Layton is a signatory to the ILA and a participating government for the sake of future year state appropriations. They were not included in the 2025-2026 legislative appropriations by error and omission (Specific Appropriation 1550). To the extent that there are future appropriations, the participating governments agree to ensure the City of Layton is including in proviso language.
9. Appropriated funds shall be distributed equally among the eight (8) parties to this ILA. The amount to be divided each year will be based upon annual appropriations by the state. Each participating government, including participating utilities, during any year that funds are appropriated under the Stewardship Act or successive legislation must meet grant requirements set out by the state for the receipt of such funds.
10. If any of the governmental entities listed herein is not willing or able to execute this cooperative agreement among all entities in the Keys by July 30, 2025, their designated portion shall not be directly allocated to said party; instead, their percentage of funds shall be allocated by the Florida Department of Environmental Protection according to the grant agreement process similarly utilized in fiscal year 2024-2025.
11. This Extension Agreement shall take effect when fully executed by all parties' authorized representatives and shall continue in effect for five (5) years or until all Mayfield Grant Funds approved by the Florida Legislature have been distributed to the parties in accordance with this *Extension Agreement*.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their Corporate Seals hereon.

SIGNATURES ON THE FOLLOWING PAGES:

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 8th day of July, 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

**SECOND AMENDMENT TO THE AMENDMENT TO
THE STATE WASTEWATER FUNDING AGREEMENT
FOR "YEAR TWO OF FOUR"**

The parties below entered into an *Interlocal Agreement* on February 20, 2013, which was subsequently amended by an Agreement entitled, *Amendment to the State Wastewater Funding Agreement for "Year Two of Four"* dated September 17, 2013 (collectively, the "ILA"). The purpose of the ILA was to equitably allocate the Mayfield Grant Funds given by the State of Florida to the parties listed below. This *Second Amendment* will be referred to as the "Extension Agreement."

The parties desire to enter into this *Extension Agreement* to provide clarity to the State of Florida as to the distribution of funds received under the *Florida Keys Stewardship Act* for the next five years.

This *Extension Agreement* amends the ILA as follows:

1. The terms within the two previous Agreements remain in full force and effect except as amended herein.
2. The **Whereas** clauses are reiterated as though set forth fully and at length herein.
3. The parties remain as stated in the ILA:
 - A. The City of Key West
 - B. The City of Marathon
 - C. The City of Key Colony Beach
 - D. The City of Layton
 - E. Islamorada, Village of Islands
 - F. Monroe County, Florida
 - G. Florida Keys Aqueduct Authority
 - H. Key Largo Wastewater Treatment District
4. Since 2012, the Florida Legislature has allocated \$214,333,333.00 to fund wastewater treatment infrastructure projects in the Florida Keys. An initial fifty million (\$50,000,000.00) was allocated to the Cudjoe Regional Wastewater Project and to Islamorada, Village of Islands. Thereafter, the funds were allocated pursuant to the terms of paragraph 5 in the ILA entitled, *Distribution of Funds*.
5. The parties agree that future funds received, pursuant to the *Florida Keys Stewardship Act*, shall be distributed according to the following schedule:

<u>Entity</u>	<u>Allocation</u>
The City of Key West	<u>12.5 %</u>
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Islamorada, Village of Islands	<u>12.5%</u>
Monroe County, Florida	<u>12.5%</u>
Florida Keys Aqueduct Authority	<u>12.5%</u>
Key Largo Wastewater Treatment District	<u>12.5%</u>

6. As the parties have done in previous years, each party to the ILA and this *Extension Agreement* is authorized to reallocate their respective shares of funds upon mutual agreement of the specifically impacted parties. Such reallocation shall be evidenced in writing and executed by the impacted parties.
7. The parties agree to work cooperatively to advocate to the Legislature each year to distribute the *Florida Keys Stewardship Act* funding in accordance with the proviso that has been utilized for a majority of the budgets adopted. The language provides:

Funds in Specific Appropriation 1550 are provided to the Department of Environmental Protection for the purpose of entering into financial assistance agreements with local governments located in the Florida Keys Area of Critical State Concern and City of Key West Area of Critical State Concern, to be distributed in accordance with the existing interlocal agreement amongst the City of Key West, City of Marathon, City of Key Colony Beach, City of Layton (as provided below), Islamorada, Village of Islands, Key Largo Wastewater Treatment District, Florida Keys Aqueduct Authority, and Monroe County, 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.

8. The City of Layton is a signatory to the ILA and a participating government for the sake of future year state appropriations. They were not included in the 2025-2026 legislative appropriations by error and omission (Specific Appropriation 1550). To the extent that there are future appropriations, the participating governments agree to ensure the City of Layton is including in proviso language.
9. Appropriated funds shall be distributed equally among the eight (8) parties to this ILA. The amount to be divided each year will be based upon annual appropriations by the state. Each participating government, including participating utilities, during any year that funds are appropriated under the Stewardship Act or successive legislation must meet grant requirements set out by the state for the receipt of such funds.
10. If any of the governmental entities listed herein is not willing or able to execute this cooperative agreement among all entities in the Keys by July 30, 2025, their designated portion shall not be directly allocated to said party; instead, their percentage of funds shall be allocated by the Florida Department of Environmental Protection according to the grant agreement process similarly utilized in fiscal year 2024-2025.
11. This Extension Agreement shall take effect when fully executed by all parties' authorized representatives and shall continue in effect for five (5) years or until all Mayfield Grant Funds approved by the Florida Legislature have been distributed to the parties in accordance with this *Extension Agreement*.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their Corporate Seals hereon.

SIGNATURES ON THE FOLLOWING PAGES:

PASSED AND APPROVED by the City Commission of the City of Key Colony Beach, this 17th day of July 2025.

THE CITY OF KEY COLONY BEACH



Freddie Foster, Mayor

Yes: Foster, Colonell, Harding, DiFrancisco, Diehl
No: —
Absent: —

ATTEST:



Silvia Roussin, City Clerk

(City Seal)

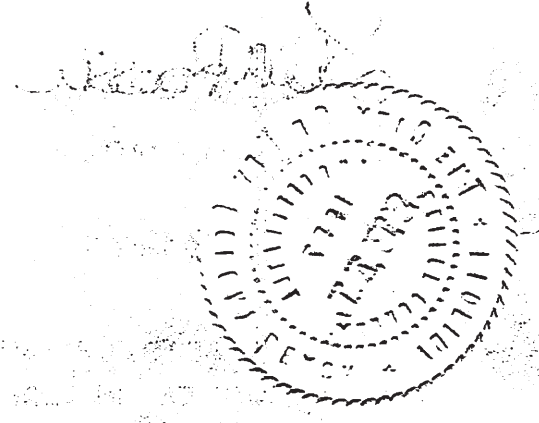
**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF
KEY COLONY BEACH, FLORIDA, ONLY:**



Dirk Smits, City Attorney

[Handwritten signature]

1944 Scientific, Political, and Social



RESOLUTION NO. 25-07-60

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE MONROE COUNTY STATE WASTEWATER FUNDING AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE SECOND AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

WHEREAS, Ch. 2010-205, Laws of Florida, incorporating and updating Ch. 99-395, Laws of Florida, mandates the upgrade of all wastewater systems within the Florida Keys to advanced wastewater treatment standards or best available technology by December 31, 2015; and

WHEREAS, with the 2010 law which imposed the new deadline, the Legislature authorized the issuance of up to \$200,000,000 in Everglades Bonds to be issued over four years to assist local governments in the Keys in completing this state mandate; and

WHEREAS, in 2012, the Florida Legislature funded \$50 million in bonds for the construction of wastewater treatment facilities in the Florida Keys Area of Critical State Concern with a distribution of the funds set forth in proviso language in the General Appropriations Act directing 40% of the first year bond proceeds, \$20 million, to go to Islamorada and 60%, \$30 million, to go to Monroe County to finance wastewater treatment projects; and

WHEREAS, on or about February 28, 2013, the Village Council ("Village Council") Islamorada, Village of Islands ("Village") approved the Monroe County State Wastewater Funding Distribution Agreement for "Year Two to Four" ("Agreement") pursuant to Resolution No. 13-02-08; and

WHEREAS, the City of Marathon prepared the Second Amendment to the Agreement ("Second Amendment") for approval by all parties in the county setting forth a distribution schedule for future Florida Keys Stewardship Act funding; and

WHEREAS, the distribution formula established in the Second Amendment provides for an even split of future funding between the parties to the Agreement; and

WHEREAS, the Village Council wishes to approve the Second Amendment attached hereto as Exhibit "A", and authorize the Village Manager to execute the Second Amendment; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the Village.

WHEREAS, NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated in this Resolution by this reference.

Section 2. Approval of Second Amendment. The Village Council hereby approves the Second Amendment attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the Village Manager and as approved as to form and legality by the Village Attorney.

Section 3. Authorization to Execute Agreement. The Village Manager is authorized to execute Second Amendment generally in the form attached hereto as Exhibit "A," subject to the approval as to form and legal sufficiency by the Village Attorney.

Section 4. **Implementation.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Second Amendment.

Section 5. **Corrections.** Conforming language or technical scrivener-type corrections may be made by the Village Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 6. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Second Amendment.

Section 7. **Transmittal.** Upon adoption, the Village Clerk is hereby directed to transmit a copy of this Resolution and an executed copy of the Second Amendment to the office of the Monroe County Attorney or other the legal department of another designated government entity as agreed upon by the parties to the Second Amendment.

Section 8. **Effective Date.** This Resolution shall become effective immediately upon adoption.

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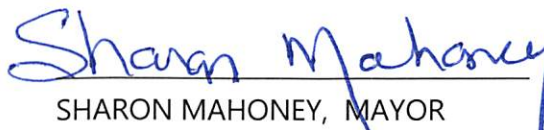
Motion to adopt by Anna Richards, seconded by Deb Gillis.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney	Yes
Vice Mayor Don Horton	Yes
Councilmember Deb Gillis	Yes
Councilmember Steve Friedman	Yes
Councilmember Anna Richards	Yes

PASSED AND ADOPTED this 22nd day of JULY, 2025.


SHARON MAHONEY, MAYOR

ATTEST:


MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY


JOHN QUICK, VILLAGE ATTORNEY



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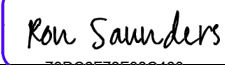
Funds in Specific Appropriation 2112A are provided to the Department of Environmental Protection for the purpose of entering into financial assistance agreements with local governments located in the Florida Keys Area of Critical State Concern and City of Key West Area of Critical State Concern, to be distributed in accordance with the existing interlocal agreement amongst the City of Key West, City of Marathon, City of Key Colony Beach, City of Layton (as provided below), Islamorada, Village of Islands, Key Largo Wastewater Treatment District, Florida Keys Aqueduct Authority, and Monroe County, 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.

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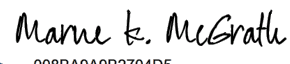
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their Corporate Seals hereon.

SIGNATURES ON THE FOLLOWING PAGES:

ISLAMORADA, VILLAGE OF ISLANDS

Signed by:
By: 
70DC6F73F08C480...
Ron Saunders
Village Manager

Attest:

DocuSigned by:
By: 
908BA9A9B2704D5...
Marne McGrath
Village Clerk

Approved as to form and legal sufficiency
for the sole use and benefit of the Village:

Signed by:
By: 
362BFAA7FDD9417...
John J. Quick
Village Attorney