

RESOLUTION NO. 00-06-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA (the "CITY"), APPROVING AN INTERLOCAL AGREEMENT CONCERNING THE LIMITED PROVISION OF BUILDING, CODE ENFORCEMENT AND PLANNING SERVICES, AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City was created by Chapter 99-427, Laws of Florida, which approved the creation of the City of Marathon effective November 30, 1999; and

WHEREAS, Chapter 99-427 provides that as of November 30, 1999, all planning and zoning powers and duties within the City's boundaries shall be vested in the City Council until such time as the City Council delegates all or a portion thereof to another entity; and

WHEREAS, both the City and the County are interested in insuring continuity in the provision of building, code enforcement, and permitting functions within the City's corporate limits and a smooth transition in the eventual transfer of these functions to the City; and

WHEREAS, the City desires to utilize the services of the County to provide building, code enforcement, and planning functions on a limited basis.

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


Section 1. That the Interlocal Agreement between the City, and the County (the "Agreement"), granting the County the necessary authority to provide limited building, code

enforcement, and planning services within the City's boundaries, attached as Exhibit "A" is approved.

Section 2. The Mayor is authorized to execute the Agreement on behalf of the City.

Section 3. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 20th day of June, 2000.



ROBERT MILLER, MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



CITY ATTORNEY

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") entered into this 20th day of June, 2000, by and between the City of Marathon, a municipal corporation of the State of Florida, whose address is P.O. Box 500430, Marathon, Florida, (the "City"); and Monroe County, Florida, a political subdivision of the State of Florida, whose address is Public Service Building, 5100 College Road, Key West, Florida (the "County").

WITNESSETH:

WHEREAS, the City was created by Chapter 99-427, Laws of Florida, which approved the creation of the City of Marathon effective November 30, 1999; and

WHEREAS, Chapter 99-427 provides that as of November 30, 1999, all planning and zoning powers and duties within the City's boundaries shall be vested in the City Council until such time as the City Council delegates all or a portion thereof to another entity; and

WHEREAS, both the City and the County are interested in insuring continuity in the provision of building, code enforcement, and permitting functions within the City's corporate limits and a smooth transition in the eventual transfer of these functions to the City; and

WHEREAS, the City desires to utilize the services of the County to provide building, code enforcement, and planning functions as specifically set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration and promises set forth below, the parties agree as follows:

1. Authority to Enter Into Agreement.

This Agreement is entered into pursuant to Section 163.01, Florida Statutes.

2. Transfer of Powers.

a. Previously Issued Permits and Approvals.

The City hereby authorizes the County to exercise building, planning and permitting authority over those development and building permits which were issued prior to February 24, 2000 (the "Permits"). The County shall process and issue any and all renewals, revisions and extensions related to the Permits. The County shall also provide building inspections and issue certificates of occupancy on behalf of the City as to the Permits. The County's code enforcement authority shall be limited to the Permits.

b. Pending Permits and Approvals.

All applications for development approvals and building permits (including, but not limited to ROGO, as-of-right, and discretionary applications) pending on February 24, 2000, shall be issued by the City. Such applications shall be conveyed to the City for processing and issuance.

3. Interpretation of Code and Comprehensive Plan.

The County Planning Director and County Building Official shall have complete authority to interpret the City Code and Comprehensive Plan in exercising the powers granted to the County under the terms of this Agreement.

4. Administrative Appeals.

Any administrative appeal of any decision or interpretation of the City Code or Comprehensive Plan made by the County under the terms of this agreement shall be brought before the City Planning Commission in accordance with the applicable provisions of the City Code. All appeals of the City Planning Commission shall be processed and heard in accordance with the Hearing Officer Appellate Article of the City Code (Sections 9.5-535 through 9.5-542). The City shall reimburse the County for all actual costs of any services rendered by the County

Hearing Officer under the terms of this Agreement in the event the City employs the services of the County Hearing Officer.

5. Fees.

The County shall charge all applicable application and permit fees for all permit applications and amendments processed on behalf of the City under the terms of this Agreement. The County shall retain such fees as compensation for services rendered pursuant to this Agreement.

6. Limitation of Liability

To the extent allowed by law, each party hereto shall indemnify and save harmless the other from any and all claims, liability, losses, and causes of action which may arise out of the other's actions in fulfillment of this Agreement.

7. Activity Reports.

The County shall provide the City with a bi-monthly report of all services provided pursuant to this Agreement.

8. Termination, Extension, and Amendment.

This Agreement shall expire on September 30, 2000, unless otherwise extended or terminated as set forth herein. Either party may terminate this Agreement with thirty (30) days written notice to the other party. This Agreement may be extended or amended by mutual agreement of the parties. Any terms or conditions of this Agreement or any subsequent extension or amendment to this Agreement that require acts beyond the date of the term of the Agreement shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

9. Severability.

Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Agreement, shall remain unmodified and in full force and effect.

10. Notice.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, hand delivered, or overnight delivery addressed as follows (or any other address that the party to be notified may have designated to the sender by the like notice):

County: Mr. James Roberts
County Administrator
Monroe County
Public Service Building, Wing II
5100 College Road, Stock Island
Key West, Florida 33040

Copy to: James Hendrick, Esq.
County Attorney
310 Fleming Street
Key West, Florida 33040

City: Mr. Robert "Bob" Miller
Mayor
City of Marathon
P.O. Box 500430
Marathon, Florida 33050

Copy to: Nina L. Boniske, Esq.
John R. Herin, Jr., Esq.
City Attorney
City of Marathon
Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133

Unless otherwise required by law, any notice sent hereunder shall (subject to proof of receipt or refusal of same) be deemed to have been delivered on the same day if hand-delivered, on the next business day if sent by overnight courier, or on the day of receipt or refusal, if sent by certified or registered mail.

11. Law and Venue.

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any lawsuit arising out of this Agreement shall be the Middle Keys Division, Monroe County, Florida.

12. Remedies.

If and when any default of this Agreement occurs, the non-defaulting party may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the non-defaulting party. Nothing contained in this Agreement shall limit either party from pursuing any legal or equitable remedies that may apply. In the event of a default on behalf of the County, the County shall not be entitled to the benefit of the provisions of paragraph 6 herein.

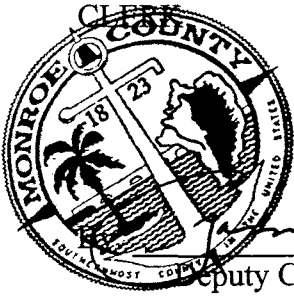
13. Non-Waiver

No waiver by the City or the County of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the exercise of any right or remedy accruing to the City or County upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach. No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall constitute a waiver of any subsequent breach of such covenant or condition, or justify or

authorize the nonobservance on any other occasion of the same or of any other covenant or condition of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on their behalf as to the date first above written.

ATTEST: DANNY L. KOLHAGE,



Deputy Clerk

(SEAL)

Shirley Freeman

Shirley Freeman, Mayor

BOARD OF COUNTY

COMMISSIONERS OF MONROE COUNTY,
FLORIDA, a political subdivision of the State of
Florida

By:

Robert Miller
Mayor, Robert Miller
City of Marathon

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:

[Signature]
County Attorney

ATTEST: ANTOINETTE DOMJANICH

By:

Antoinette Domjanich
City Clerk

CITY OF MARATHON, FLORIDA, a
municipal corporation of the State of Florida

By:

see above

Robert Miller, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:

[Signature]
City Attorney