

**RESOLUTION NO. 22-03-18**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, APPROVING AN INTERLOCAL  
AGREEMENT WITH MONROE COUNTY, FLORIDA, FOR DERELICT  
VESSEL REMOVAL SERVICES; AUTHORIZING VILLAGE OFFICIALS  
TO IMPLEMENT THE TERMS AND CONDITIONS OF THE  
AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO  
EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE  
DATE**

**WHEREAS**, Islamorada, Village of Islands (the "Village"), has identified a need to engage in derelict vessel removal activities to restore and improve habitat conditions and navigation within its nearshore waters; and

**WHEREAS**, the intent of the Interlocal Agreement (the "Agreement") between the Village and Monroe County (the "County") attached hereto as Exhibit "A" is to allow the Village to utilize the County's prequalified marine contractors and established agency authorizations to carry out the activities for a Village derelict vessel removal project; and

**WHEREAS**, the County shall be responsible for initiating the competitive procurement for services and the Village shall be responsible for encumbering funds and direct payment of invoices to the contractors; and

**WHEREAS**, expenditures incurred for these services are to be submitted to the Florida Department of Environmental Protection ("FDEP") for reimbursement with Florida Keys Stewardship Act Grant funds; and

**WHEREAS**, the County and the Village desire to execute the Agreement for Derelict Vessel Removal services within the Village; and

**WHEREAS**, the Village Council has determined that approval of the Agreement is in the best interests of the Village.

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

**Section 1.** **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

**Section 2.** **Approval of Agreement.** The Village Council hereby approves the Agreement, attached hereto as Exhibit "A".

**Section 3.** **Authorization of Village Officials.** The Village Manager and/or her designee and the Village Attorney are hereby authorized to take all actions necessary to execute and implement the terms and conditions of the Agreement.

**Section 4.** **Execution of Agreement.** The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

**Section 5.** **Effective date.** This Resolution shall take effect immediately upon its adoption.

Motion to adopt by Councilman David Webb, seconded by Councilman Mark Gregg.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Pete Bacheler	YES
Vice Mayor Henry Rosenthal	YES
Councilman Mark Gregg	YES
Councilman Joseph B. Pinder III	YES
Councilman David Webb	YES

**PASSED AND ADOPTED THIS 10<sup>th</sup> DAY OF MARCH, 2022.**



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PETE BACHELER, MAYOR

ATTEST:



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STEPHANIE CONDE, ACTING VILLAGE CLERK

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



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ROGET V. BRYAN, VILLAGE ATTORNEY



## Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

**DATE:** April 28, 2022

**TO:** Brittany Burtner, Sr. Administrator  
Marine Resources

**FROM:** Liz Yongue, Deputy Clerk

**SUBJECT:** April 20th BOCC Meeting

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Attached is an electronic copy of the following executed item.

K1 Interlocal Agreement between the Monroe County Board of County Commissioners and the Village of Islamorada for Derelict Vessel Removal Services with Florida Keys Stewardship Act funding provided by the Florida Department of Environmental Protection.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney  
Finance  
File

**INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY,  
FLORIDA, AND ISLAMORADA, VILLAGE OF ISLANDS,  
FLORIDA, FOR DERELICT VESSEL REMOVAL SERVICES**

THIS INTERLOCAL AGREEMENT (Agreement) is entered into as of this 20th day of April, 2022, between the Board of County Commissioners of Monroe County, Florida, a political subdivision of the State of Florida (“COUNTY” or “BOCC”) and Islamorada, Village of Islands, a municipal corporation of the State of Florida (“CITY” or “VILLAGE”).

**WITNESSETH:**

**WHEREAS**, the COUNTY conducts derelict vessel removal services throughout waters of the Florida Keys of Monroe County including within the various municipalities; and

**WHEREAS**, the COUNTY utilizes pre-qualified marine contractors for these services who have specialized equipment, personnel and expertise for these technical services; and

**WHEREAS**, the COUNTY is authorized to conduct said services within the Florida Keys National Marine Sanctuary (“FKNMS”) pursuant to FKNMS Letter of Authorization #2019-001-A1; and

**WHEREAS**, in 2018, the VILLAGE received Florida Keys Stewardship Act funding from the Florida Department of Environmental Protection (“FDEP”) via Grant Agreement No. LP44052 (“Grant”) for Hurricane Irma-related marine debris and sediment removal from canals located within the VILLAGE; and

**WHEREAS**, the VILLAGE executed Amendment No. 5 to this Grant with FDEP on or about November 23, 2021, to expand the work/scope of said project to include work to removal of non-Hurricane Irma derelict vessels (Task 4) within the canals and nearshore waters of the Village of Islamorada through an Interlocal Agreement with Monroe County; and

**WHEREAS**, the Grant also specifies that the VILLAGE shall also provide project management (Task 3) for the above-referenced work including overseeing the VILLAGE’s activities thereto and managing the marine debris site; and

**WHEREAS**, the Grant provides funding in the amount of \$305,299.46 for non-hurricane related derelict vessel removal and \$33,922.16 in non-hurricane related project management to the VILLAGE for services performed between July 1, 2018 – March 31, 2024; and

**WHEREAS**, the VILLAGE has requested to partner with the COUNTY in connection with provision of derelict vessel removal services, by utilizing the COUNTY’S existing contracts with pre-qualified marine contractors in order to render its own derelict vessel removal services under the County’s letter of authorization from the FKNMS to conduct said services and activities thereto; and

**WHEREAS**, it has been determined that it is in the interest of the residents of and visitors to the County that an interlocal agreement for derelict vessel removal services be entered into with the VILLAGE for the provision of said services and activities thereto; and

**WHEREAS**, the COUNTY shall be responsible for initiating the competitive procurement for services from its pre-qualified marine contractors in the form of Invitations for Quotes and awarding work via Task Order to the lowest bid as outlined in Resolution No. 194-2021; and

**WHEREAS**, the VILLAGE shall be and is responsible for encumbering funds and direct payment of invoices to the hired/selected pre-qualified marine contractors with funding provided by the Grant; and

**WHEREAS**, the COUNTY finds that this interlocal agreement (hereinafter “ILA” or “Agreement”) is necessary to advance a valid public purpose, including but not limited to the COUNTY’s valid health, safety, and welfare police power interests;

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed between the COUNTY and the VILLAGE as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein.

**Section 2. Term.**

2.1 The term of this Agreement shall run from the date on which the Agreement is executed by both the Parties (“Effective Date”), and shall continue in full force and effect through the Task No. 4 End Date of March 31, 2024, as specified in FDEP Agreement No. LP44052 and up to and including October 31, 2024, unless subject to earlier unilateral termination by Monroe County, or unless otherwise subject to earlier termination by one or the other party as provided elsewhere herein (cumulatively, “Term”).

**Section 3. Payment and Scope of Services.**

3.1 The VILLAGE shall directly provide, issue, and make any and all payments to any and all pre-qualified marine contractors for derelict vessel removal services rendered in connection with this ILA or FDEP Grant Agreement No. LP44052. The VILLAGE shall make such direct provision, issuance, or making of any and all such payments, in accordance with the written direction of the COUNTY Marine Resources Office Senior Administrator. The VILLAGE shall not be entitled to receive from the COUNTY, and the COUNTY is not obligated to pay to the VILLAGE, or any natural or legal person, any costs, damages, fees, expenses, or monies claimed, invoiced, or incurred with respect to any derelict vessel removal services or activity/work thereto rendered by any natural or legal person in connection with this ILA or FDEP Grant Agreement No. LP44052.

- 3.2 The COUNTY shall be responsible for initiating the competitive procurement for services from its pre-qualified marine contractors in the form of Invitations for Quotes and awarding work via Task Order to the lowest bid as outlined in Monroe County Resolution No. 194-2021. Upon selection of low bidder by the COUNTY, the COUNTY shall forward the competitive solicitation documents and the quote for services to the VILLAGE. The VILLAGE shall promptly encumber the necessary funds and provide the COUNTY with a copy of the purchase order upon which the COUNTY will issue a Task Order to the hired contractor granting the authorization to proceed. Upon completion of services and approval of the work by the COUNTY, the COUNTY shall forward the contractor's invoice packet to the VILLAGE for payment processing. The COUNTY shall be responsible for all coordination of activities with law enforcement. The VILLAGE's payments shall be made in accordance with the Local Government Prompt Payment Act. Invoices and requests for payment must be in a form satisfactory to the Clerk. Payment invoices/requests must describe in detail the services performed and the payment amount.
- 3.3 The VILLAGE shall be responsible for debris monitoring services as specified in FDEP Grant Agreement No. LP44052.
- 3.4 The COUNTY will specify in Task Orders that the hired contractor shall adhere to the terms and conditions specified in FDEP Grant Agreement No. LP44052 including coordination with the VILLAGE for required project monitoring services.

#### **Section 4. Termination and Default.**

- 4.1 The COUNTY is entitled to unilaterally terminate this ILA, with or without cause, and shall not be required to provide written notice in advance thereof. In addition, as provided herein, the Agreement may be terminated by the VILLAGE, with or without cause, upon thirty (30) days' written notice to the COUNTY. The Agreement may also be terminated by mutual written agreement of the parties. The VILLAGE shall remain liable for all compensation, payment, and monies claimed for any and all work performed in connection with this Agreement up to and including the date of termination, including any vendor termination fees that may apply. This Agreement is subject to and conditional upon funding provided by FDEP. In the event that funding from the FDEP is withdrawn, reduced, altered, or limited in any way after the Effective Date of this Agreement but prior to completion of the Agreement, the COUNTY may terminate the Agreement, subject to renegotiation, at the discretion of the COUNTY, under new funding limitations and conditions.
- 4.2 In the event of any failure of compliance by either party hereto with any of its material obligations to the other party as provided for herein such action shall constitute a default under this Agreement.

- 4.3 Upon any such default, the non-defaulting party shall provide to the defaulting party a written Notice of such default, which Notice (“Default Notice”) shall state in reasonable detail the actions the defaulting party must take to cure the same.
- 4.4 The defaulting party shall cure any such default, within 30 days following the date of the Default Notice.
- 4.5 Notwithstanding the provisions of this Section, if any such default by the defaulting party remains uncured at the conclusion of any specified 30 day cure period, and if the nature of the defaulting party’s obligations are such that more than 30 days is required to effect cure, then the defaulting party shall not be in default hereunder and the non-defaulting party shall not have the right to exercise its termination rights granted herein as a result of any such default, if the defaulting party commences cure within the applicable cure period and thereafter diligently pursues cure to completion of performance.
- 4.6 In the event the defaulting party fails to affect any required cure as provided for herein, the defaulting party shall be deemed to be in uncured default hereunder, and the non-defaulting party shall have the right, but shall not be obligated, upon written Notice to the defaulting party, to terminate this Agreement.
- 4.7 If such Notice is given, this Agreement shall terminate on the date set forth in the Notice and the parties shall be relieved of all rights and obligations hereunder, except for any rights and obligations that expressly survive termination.

## **Section 5. Hold Harmless and Indemnification.**

- 5.1 The VILLAGE agrees to hold harmless the COUNTY and its officers and employees, from liabilities, damages, losses, fees, and costs, including but not limited to, all fines, suits, claims, demands, actions, costs, obligations, and attorney’s fees, or liability of any kind, arising out of, related to, or in connection with this ILA, including but not limited to the negligence, recklessness, or intentional wrongful conduct of any person or party engaged in any derelict vessel removal services arising out of, related to, or in connection with this ILA, including but not limited to the work or activities of any subcontractors.
- 5.2 To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the VILLAGE, to the extent of the COUNTY’S potential liability pursuant to section 768.28, Florida Statutes, does hereby agree to defend, indemnify and hold the COUNTY, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys’ fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the

VILLAGE or any third party vendor contracted by the VILLAGE in connection with this Agreement.

## Section 6. Notices.

6.1 All notices, requests, demands, elections, consents, approvals 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 Monroe County: Roman Gastesi, Jr.  
County Administrator  
Monroe County  
Historic Gato Building  
1100 Simonton Street  
Key West, Florida 33040

With copies to: Robert B. Shillinger, Esq.  
Monroe County Attorney  
Monroe County Attorney's Office  
1111 12<sup>th</sup> Street, Suite 408  
P.O. Box 1026  
Key West, Florida 33041-1026  
  
Emily Schemper  
Senior Director, Monroe County Planning and  
Environmental Resources Department  
C/O Celia Hitchins  
Senior Administrator, Monroe County Marine Resources  
Office  
2798 Overseas Highway  
Marathon, FL 33050

And electronically to: Celia Hitchins, Senior Administrator, Monroe County Marine Resources Office, at: [Hitchins-Celia@MonroeCounty-FL.gov](mailto:Hitchins-Celia@MonroeCounty-FL.gov)

If to VILLAGE: Maria Bassett  
Acting Village Manager/Finance Director  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036

With a copy to: Roget V. Bryan, Esq.  
Village Attorney  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036

## **Section 7. Regulatory Powers.**

- 7.1 Nothing contained herein shall be construed as waiving either party's regulatory approval or enforcement rights or obligations as it may relate to regulations of general applicability, which may govern the Agreement.
- 7.2 Nothing herein shall be deemed to create an affirmative duty of either party to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

## **Section 8. Attorneys' Fees and Waiver of Jury Trial.**

- 8.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 8.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

## **Section 9. Governing Law.**

- 9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation or mediation arising out of this Agreement shall be in the 16<sup>th</sup> Judicial Circuit in and for Monroe County, Florida. This Agreement is not subject to arbitration.

## **Section 10. Access to Records and Audits.**

- 10.1 The VILLAGE shall comply with all public records and records retention requirements mandated by Section 24, Article I, of the Florida Constitution, and Chapter 119, Florida Statutes, and shall keep such records as are necessary to document the performance of the Agreement and expenses as incurred, and give access to these records at the request of COUNTY, the State of Florida, the Federal Government, or authorized agents and representatives of said government bodies. The VILLAGE shall also provide access to the personal property reports, permits, and equipment purchased or utilized under this Agreement. It is the responsibility of VILLAGE to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. Records shall be kept for a period of five (5) years following execution of this Agreement. The VILLAGE understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe

County, the Board of County Commissioners for Monroe County, or their agents and representatives. The COUNTY shall bill VILLAGE for the amount of the audit exception and VILLAGE shall promptly repay any audit exception. However, COUNTY warrants and represents that it has full authority to fund the services and work described herein under the terms and conditions specified herein. The COUNTY and VILLAGE shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and VILLAGE in conjunction with this Agreement; and the COUNTY has the right to unilaterally cancel this Agreement upon violation of this provision by VILLAGE.

- 10.2 The COUNTY may cancel this Agreement for refusal by the VILLAGE, or any party or person involved in the services or work thereto contemplated herein, to allow access by the County Administrator or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 10.3 The term “public records” and “records” shall be the same as such term has been defined in Chapter 119, Florida Statutes, including but not limited to any documents, books, data (electronic or hard copy), papers and financial records that result from the VILLAGE’s performance of the services and work thereto contemplated herein.
- 10.4 If the inspection or audit discloses that COUNTY funds paid to the VILLAGE under this Agreement were used for a purpose not authorized by this Agreement, then the VILLAGE must refund the funds improperly spent with interest calculated pursuant to Section 55.03, Florida Statutes, with interest running from the date the COUNTY paid the improperly spent funds to the VILLAGE. This paragraph will survive the termination of this Agreement.
- 10.5 The COUNTY and VILLAGE shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters, or other “public record” materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and VILLAGE in conjunction with and in connection with this Agreement and related to Agreement performance. The COUNTY has the right to unilaterally cancel this Agreement upon violation of this provision by the VILLAGE. Failure of the VILLAGE to abide by the terms of this provision shall be deemed a material breach of this Agreement and the COUNTY may enforce the terms of this provision in the form of an adversarial administrative proceeding or court action and shall, as a prevailing party, be entitled to reimbursement of all attorneys’ fees and costs associated with such proceeding(s) or action(s). This provision shall survive any termination or expiration of the Agreement.

10.6 The VILLAGE is encouraged to consult with its counsel regarding the Florida Public Records Act in order to comply with this provision. Pursuant to F.S. 119.0701 and the terms and conditions of this Agreement, the VILLAGE is required to:

- (1) Keep and maintain public records that would be required by the COUNTY to perform the service.
- (2) Upon receipt from the COUNTY's custodian of records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the VILLAGE does not transfer the records to the COUNTY.
- (4) Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of the VILLAGE or keep and maintain public records that would be required by the COUNTY to perform the service. If the VILLAGE transfers all public records to the COUNTY upon completion of the Agreement, the VILLAGE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VILLAGE keeps and maintains public records upon completion of the Agreement, the VILLAGE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of records, in a format that is compatible with the information technology systems of the COUNTY.
- (5) A request to inspect or copy public records relating to a COUNTY Agreement must be made directly to the COUNTY, but if the COUNTY does not possess the requested records, the COUNTY shall immediately notify the VILLAGE of the request, and the VILLAGE must provide the records to the COUNTY or allow the records to be inspected or copied within a reasonable time.

If the VILLAGE does not comply with the COUNTY's request for records, the COUNTY shall enforce the public records Agreement provisions in accordance with the Agreement, notwithstanding the COUNTY's option and right to unilaterally cancel this Agreement upon violation of this provision by the VILLAGE. If the VILLAGE fails to provide public records to the COUNTY or pursuant to a valid public records request from a third-party within a reasonable time may be subject to penalties under Chapter 119,

Florida Statutes, the COUNTY has the right to unilaterally terminate this Agreement.

The VILLAGE shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

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

#### **Section 11. Non-Assignability**

- 11.1 This Agreement shall not be assignable by either party unless such assignment is first approved by both parties.

#### **Section 12. No Third-Party Beneficiaries.**

- 12.1 Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party. 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 VILLAGE and the COUNTY agree that neither the VILLAGE nor the COUNTY or any agent, officer, or employee of either 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 13. Non-Waiver of Immunity.**

- 13.1 Notwithstanding the provisions of Section 768.28, Florida Statutes, the participation of the VILLAGE and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the VILLAGE or COUNTY be required to contain any provision for waiver.

## **Section 14. Privileges and Immunities.**

- 14.1 All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

## **Section 15.**

- 15.1 The VILLAGE and its employees, volunteers, agents, vendors, and similar natural or legal persons, shall be and remain independent VILLAGE and not agents or employees of the COUNTY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

## **Section 16. Severability.**

- 16.1 If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and VILLAGE agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

## **Section 17. Survival of Provisions.**

- 17.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination 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.

## **Section 18. Waiver.**

- 18.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the

terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**Section 19. Funding.**

- 19.1 The parties agree that the VILLAGE's responsibility under this Agreement is to provide funding.

**Section 20. Authority.**

- 20.1 Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

**Section 21. Section Headings.**

- 21.1 Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**Section 22. Execution in Counterparts.**

- 22.1 This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**Section 23. Entire Agreement/Modification/Amendment.**

- 23.1 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.
- 23.2 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 the parties' preceding duly-executed Agreement.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated below:

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

BY:

  
Mayor David Rice

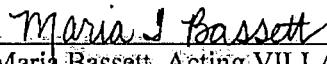
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

~~MONROE COUNTY ATTORNEY~~  
~~APPROVED AS TO FORM~~

Date:

4/4/22

ISLAMORADA, VILLAGE OF ISLANDS,  
FLORIDA

  
Maria J. Bassett, Acting VILLAGE Manager  
Date: 3/11/2022

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

BY:

  
Roger V. Bryan

FILED FOR RECORD

2022 APR 28 AM 11:21

CLERK CIR. CT.  
MONROE COUNTY, FL

(SEAL)

ATTEST: Stephanie Conde, Acting Village Clerk

BY:

  
Stephanie Conde  
Clerk