

RESOLUTION NO. 18-01-08

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY, FLORIDA AND ISLAMORADA, VILLAGE OF ISLANDS, FOR INSTALLATION, CONTROL, OPERATION AND MAINTENANCE OF THE SEWER LIFT STATION TO SERVICE THE COUNTY PUBLIC LIBRARY IN ISLAMORADA; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") is continuing the process of connecting all municipal buildings to the central wastewater system; and

WHEREAS, the Village has proposed to utilize a central point of connection which would be installed, operated and maintained by the Village for the Village's Fire Station 20, Library Beach Park and the Monroe County Public Library, located on adjacent parcels on Upper Matecumbe Key; and

WHEREAS, the Village purchased, permitted and contracted for the installation of lateral piping connections, sanitary lift station with associated electrical supply and controls, low pressure piping and connection to the Village wastewater collection system; and

WHEREAS, Monroe County, Florida (the "County"), as the owner and operator of the County Public Library, will contribute to a proportionate share of the costs of installation, operation and maintenance of the sewer connection/lift station; and

WHEREAS, County staff has prepared an Interlocal Agreement ("Agreement"), attached hereto as Attachment "A", providing the terms and conditions for installation, operation and maintenance of the sewer connection/lift station to service the County Public Library; and

WHEREAS, the Village Council finds that approval of the Agreement between Monroe County and the Village is in the best interest 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 reference.

Section 2. Approval of Agreement. The Village Council hereby approves the Agreement between Monroe County and the Village for the installation, operation and maintenance of the sewer connection/lift station to service the County Public Library, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. 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 Agreement.

Section 4. Execution of Agreement. The Mayor 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. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman Jim Mooney, second by Vice Mayor Deb Gillis.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Chris Sante	YES
Vice Mayor Deb Gillis	YES
Councilman Mike Forster	YES
Councilwoman Cheryl Meads	YES
Councilman James Mooney	YES

PASSED AND ADOPTED this 18TH day of JANUARY, 2018.



CHRIS SANTE, MAYOR

ATTEST:



KELLY TOOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN
MONROE COUNTY AND ISLAMORADA, VILLAGE OF ISLANDS
FOR INSTALLATION, CONTROL, OPERATION AND MAINTENANCE OF THE
SEWER LIFT STATION TO SERVICE THE COUNTY PUBLIC LIBRARY IN
ISLAMORADA**

THIS INTERLOCAL AGREEMENT is entered into this 21st day of February, 2018, pursuant to Section 163.01, F.S., by and between Monroe County, a political subdivision of the State of Florida, (the "County"), and the Islamorada, Village of Islands, a municipal corporation of the State of Florida (the "Village").

WHEREAS, the County is authorized by Section 125.01(1)(c), F.S., to provide and maintain County buildings and facilities; and

WHEREAS, the County and the Village are authorized to enter into this Agreement and implement its provisions pursuant to Section 163.01, F.S., as amended, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with each other for mutual advantage and to provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with geographic, economic, and other factors influencing the needs and development of local communities; and

WHEREAS, the Village purchased, permitted and contracted for the installation of lateral piping connections, sanitary lift station with associated electrical supply and controls, low pressure piping and connection to the Village wastewater collection system that services (a) the County's Public Library located at 81830 Overseas Highway, Islamorada, FL 33036 ("County Public Library"); (b) the Village's Fire Station 20 located at 81850 Overseas Highway, Islamorada, FL 33036 ("Village's Fire Station"); and (c) the Library Beach Park located at 84 Johnson Ave. Islamorada, FL 33036 ("Library Beach Park") at a cost of Twenty One Thousand Nine Hundred Thirty Dollars and No Cents (\$21,930.00); and

WHEREAS, the County Public Library is connected to the Village wastewater collection system; and

WHEREAS, the County will fund one third of the cost of the wastewater collection system installation in an amount of Seven Thousand Three Hundred and Ten Dollars and No Cents (\$7,310.00); and

WHEREAS, the Village will be responsible for the ownership, control, maintenance and operation of the sanitary lift station part of the wastewater collection system for a projected and estimated annual cost of Six Hundred Dollars and No Cents (\$600.00); and

WHEREAS, the projected annual operating cost of Six Hundred Dollars and No Cents (\$600.00) will be divided equally between the County Public Library, Village's Fire Station, and Library Beach Park, so the County Public Library annual wastewater collection system cost is Two Hundred Dollars and No Cents (\$200.00) to be paid on October 1 of each year, effective for Fiscal Year 2017-2018 beginning October 1, 2017 to the Village Finance Department, Village Administrative Center, 86800 Overseas Hwy, Islamorada, Florida 33036 and continue through the life of the agreement; and

WHEREAS, the County will be responsible for the maintenance and operation of the lateral piping connections from the sanitary lift station to the County's Public Library, and all costs associated with such maintenance and operation; and

NOW THEREFORE, in consideration of the mutual covenants, representations, and promises set forth in this Agreement and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the County and the Village hereby agree, stipulate, and covenant as follows:

PURPOSE OF INTERLOCAL AGREEMENT. The purpose of this Agreement is to establish the division of responsibilities, capital and operating costs of the Sanitary Wastewater Connection of the County's Public Library to the Islamorada Wastewater Collection System.

TERM OF INTERLOCAL AGREEMENT. The term of this Agreement shall be for ninety-nine (99) years from the date of final execution, or until such time as the parties otherwise agree by a fully executed amendment to this Agreement. The Village and County shall review the operating costs of the Sanitary Wastewater Connection every five (5) years after final execution and may amend this Agreement accordingly to reflect any changes to and division of the operating costs.

RELATIONSHIP OF PARTIES. The Village is a municipal corporation of the State of Florida and not an agent, contractor, or servant of the County. The Village shall have no authority whatsoever to act on behalf of or as agent of the County in any promise, agreement or representation other than as specifically provided for in this Agreement. The County shall have no obligation to the Village with respect to the Sanitary Lift Station and associated piping and electrical devices other than as specifically provided for in this Agreement. The County shall at no time be legally responsible for any negligence on the part of the Village, its employees, agents or contractors resulting in either bodily or personal injury or property damage to any individual, property or corporation. The Village shall at no time be legally responsible for any negligence on the part of the County, its employees, agents or contractors resulting in either bodily or personal injury or property damage to any individual, property or corporation.

WARRANTIES, REPRESENTATIONS, AND COVENANTS. The Village and the County warrant, represent, and covenant that: (a) They have the full power to enter into this Agreement and to comply with the provisions hereof. (b) The Village is the owner of the Sanitary Lift Station System.

INSURANCE. The parties to this Agreement stipulate that each is a state governmental agency as defined by Florida Statutes. To the extent allowed by law, each party shall be responsible for any acts, or omissions, of negligence on the part of its own employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party, its officers, and employees, agents and contractors, harmless from all claims, demands, causes of action, losses, costs and expenses, that arise out of or are attributable to arising out of such actions or omissions as it relates to and in connection with the terms and provisions of this Agreement and the parties herein. The parties agree to keep in full force and effect the required insurance coverage during the term of this Agreement. If the insurance policies originally purchased which meet the requirements of this lease Agreement are canceled, terminated or reduced in coverage, then the parties must immediately substitute complying policies so that no gap in coverage occurs.

HOLD HARMLESS. To the extent allowed by law, the parties are liable for and must fully defend, release, discharge, indemnify and hold harmless the other, its members, elected officials, officers, employees, agents and contractors, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type that arise out of or are attributable to their own operations, omissions, or acts of negligence in connection with this Agreement. The County's and the Village's purchase of the insurance required under this Agreement does not release or vitiate their obligations under this paragraph. The County and the Village do not waive any of its sovereign immunity rights including but not limited to those expressed in Section 768.28, F.S.

ADJUDICATION OF DISPUTES OR DISAGREEMENTS. The County and the Village agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Boards of Commissioners for each entity. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Village agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Village specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

COVENANT OF NO INTEREST. The parties covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

FLORIDA CODE OF ETHICS. The parties agree that their officers and employees will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, F.S., 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.

NO SOLICITATION/PAYMENT. The County and the Village 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 paid or agreed to pay any person, company, corporation, individual, 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 or violation of this provision, the parties agree that they 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.

NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Section 786.28, F.S., the participation of the County and the Village 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 County or the Village be required to contain any provision for waiver.

PRIVILEGES AND IMMUNITIES. 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 or the Village, 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.

LEGAL OBLIGATIONS AND RESPONSIBILITIES. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of either party, except to the extent permitted by law.

NON-RELIANCE BY NON-PARTIES. 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 County and the Village agree that neither the County nor the Village 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.

EXECUTION IN COUNTERPARTS. 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.

TERMINATION. This Agreement may be terminated by either party due to a breach of any provisions of this Agreement if, after written notice of the breach is delivered to the other party, the other party does not cure the breach within ten (10) days following delivery of notice of breach. The parties may terminate this Agreement upon giving sixty (60) days prior written notice to the other party. Any waiver of any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar either party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise. Termination of this Agreement for this project shall have no effect on any other agreement between the County and the Village.

ASSIGNMENT. Neither the Village nor the County shall have the power to assign rights or obligations created by this Agreement to any third party without the prior written consent of the other party. All of the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of the Village and the County.

AMENDMENT OF AGREEMENT. This Agreement may be amended only in a writing signed by an Authorized Representative of each of the parties hereto.

NOTICES. Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

For the County:
County Administrator
Monroe County
1100 Simonton St.
Key West, FL 33040

For Village:
Village Manager
Islamorada, Village of Islands
86800 Overseas Hwy
Islamorada, Florida 33036

and

County Attorney's Office
1111 12th Street
4th Floor, Suite 408
Key West, FL 33040

and

Village Attorney
Islamorada, Village of Islands
86800 Overseas Hwy
Islamorada, Florida 33036

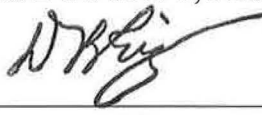
FULL UNDERSTANDING. This Agreement constitutes the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by the Village Mayor and the County Mayor.

(SEAL)
Kevin Madok,

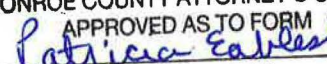
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: 
CLERK

By: 
Mayor
Date: February 21, 2018

(SEAL)
ATTEST:

(SEAL)

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM

PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: February 2-26-18

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

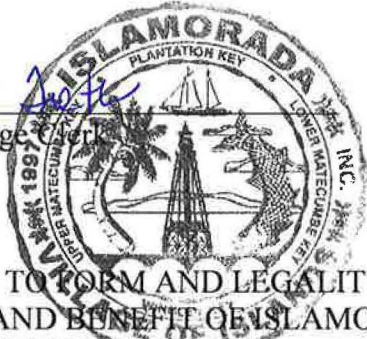
BY: 
Chris Sante, Mayor

Date: Jan. 19, 2018

ATTEST:


Kelly Toth, Village Clerk

(Village Seal)



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

BY: 
Roget V. Bryan, Village Attorney