

**FINAL MILE**  
**INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT is entered into as of this 30<sup>th</sup> day of November, 2021, between The College of the Florida Keys, a political subdivision of the State of Florida (hereinafter, CFK) and the City of Key West, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter, the CITY).

**WITNESSETH:**

WHEREAS, the City of Key West was awarded the "Final Mile" FDOT grant to increase bike and pedestrian amenities along the US1 corridor; and

WHEREAS, in pursuing on this grant, the City of Key West committed its own funds towards site plans and federal permitting processes for these amenities, regardless of their jurisdiction; and

WHEREAS, both The College of the Florida Keys and the City of Key West recognize that these amenities will help alleviate traffic congestion and increase safety along the US1 corridor; and

WHEREAS, the areas listed below are within the jurisdiction of The College of the Florida Keys, and

WHEREAS, The College of the Florida Keys is responsible for the maintenance of their properties; and

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. The City of Key West will publicly advertise the project for bidding and enter into a contract with a construction contractor to purchase and install the following (site plans in Attachment 'A') within The College of the Florida Keys:

#20) College of the Florida Keys (southbound)  
Bus stop amenities for this site include a bus map attached to existing signage pole, 5 bike racks and a fixit station.

2. The College of the Florida Keys will have the opportunity to review, comment and provide feedback on the locations and the amenities.

3. The Work will be performed in accordance with Florida Department of Transportation standards and applicable building codes.

4. The CITY will submit copies of as-built plans to The College of the Florida Keys. The contract for construction will be between the City of Key West and its Contractor; The College of the Florida Keys may monitor the work but is not a party to the contract.

5. The City of Key West will provide one extra set of tools per fixit station in case of vandalism;  
and
6. The City of Key West's Department of Transportation will be responsible for cleanliness, maintenance and repairs for all amenities located at bus stops;
7. This agreement in no way relieves or alters the CITY's liability or responsibility regarding its bus stops related thereto nor does this alter CFK's liability or responsibility regarding maintenance of their parks, properties or roads.
8. This Agreement shall become effective immediately upon execution.
9. 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.
10. Upon any such default, the non-defaulting party shall provide to the defaulting party a written Notice of such default, which Notice (a "Default Notice") shall state in reasonable detail the actions the defaulting party must take to cure the same. The defaulting party shall cure any such default, within 30 days following the date of the Default Notice.
11. 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.
12. 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.
13. 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.
14. To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, CFK and CITY do hereby agree to defend, indemnify and hold the other, 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 CITY or any third party vendor contracted by the CITY in connection with this Agreement.
15. Notices.

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 CFK: Dr. Jonathan Gueverra  
President & CEO  
5901 College Road  
Key West, FL 33040

With a copy to: Dr. Brittany Snyder  
Executive Vice President & CEO  
5901 College Road  
Key West, FL 33040

If to CITY: Patti McLaughlin  
City Manager  
P.O. Box 1409  
Key West, Florida  
33041

With a copy to: Shawn Smith, Esq.  
City Attorney  
P.O. Box 1409  
Key West, Florida 33041

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.

**16. Attorney Fees and Waiver of Jury Trial.**

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.

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.

**17. Adjudication of disputes or Disagreements**

CFK and CITY 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 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.

**18. 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, CFK and CITY 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. CFK and CITY specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**19. Governing Law.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Lower Keys Division of the Circuit Court or the Southern District of Florida. This Agreement is not subject to arbitration.

**20. 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.

**21. Nonassignability.**

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

**22. Severability.**

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**23. Independent Contractor.**

The CITY and its employees, volunteers, agents, vendors and subcontractors shall be and remain independent contractor and not agents or employees of the CFK 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.

**24. Waiver.**

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

**25. Funding.**

The parties agree that the CITY's responsibility under this Agreement is to provide funding for all initial installation of amenities and maintenance of those amenities at bus stops.

**26. Survival of Provisions.**

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.

**27. 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.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first written above.

THE COLLEGE OF THE FLORIDA KEYS



BY: Brittany Snyder  
Brittany Snyder, Executive Vice President & CFO

(SEAL)

ATTEST:

BY: Rachel X Oropeza

BY: \_\_\_\_\_  
ATTORNEY'S OFFICE

THE CITY OF KEY WEST, FLORIDA

(City Seal)

\_\_\_\_\_  
Teri Johnston, Mayor

ATTEST:

\_\_\_\_\_  
Cheri Smith  
City Clerk