

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this ____ day of _____, 2014, by and between the Monroe County Tax Collector, an independently elected county officer, hereinafter the "Tax Collector", and The City of Key West, Florida, a Florida municipal corporation, hereinafter the "City".

WHEREAS, the Tax Collector is an independently elected county officer charged with acting as an agent for various state and local government agencies in the collection of revenue and with the responsibility of the collection and disbursement of fees; and

WHEREAS, the City is a Florida municipal corporation which has enacted a Residential Parking Permit Program designed to permit residents of the City, owners of real property in the city, and military personnel stationed in the city to purchase and utilize decals in order to park vehicles in certain designated parking spaces throughout the City of Key West; and

WHEREAS, residency and vehicle registration of applicants applying for residential parking permits can be verified by Tax Collector through the Tax Collector's data base, and

WHEREAS, the Tax Collector and the City desire to enter into an interlocal agreement whereby the Tax Collector, for compensation, will implement the issuance of residential parking permit decals to residents of the City of Key West pursuant to the City's ordinance; and

WHEREAS, the parties have the legal authority to enter into this agreement and to implement its provisions;

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 Tax Collector and the City hereby agree, stipulate, and covenant as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth below:

"Agreement" means this Interlocal Agreement.

"Tax Collector" means the Monroe County Tax Collector.

"Authorized Representative" means the official of the Tax Collector or the City authorized to sign documents of the nature identified in this Agreement.

"Customer" means a resident of the city, an owner of real property in the city, or a person on active military duty in the city seeking to acquire a permit decal pursuant to the city's Residential Parking Permit Program.

"City " means the City of Key West, Florida.

SECTION 1.02. CORRELATIVE WORDS. Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II
INTERLOCAL AGREEMENT

SECTION 2.01. PURPOSE OF INTERLOCAL AGREEMENT. The purpose of this Agreement is to establish a mechanism whereby the Tax Collector, for compensation, uses its existing services and resources to bill City customers on behalf of the City, collect City charges, issue permit decals pursuant to the city's Residential Parking Permit Program, and transfer to the City the charges collected, net of agreed Tax Collector charges for this service.

SECTION 2.02. TERM OF INTERLOCAL AGREEMENT. The term of this Agreement shall be for a period of two (2) years (the “Term”).

SECTION 2.03 RENEWAL. The term of this Agreement may be renewed on the same terms and conditions by the City for an additional one-year term at the option of the City (the “Renewal Term”). The City shall exercise the renewal option no later than 90 days from the expiration date of the Term by written notice submitted to the Tax Collector from the City Manager.

SECTION 2.04 TERMINATION

(1) Either party may terminate this Agreement without cause upon written notice to the other party. The Tax Collector shall provide notice of termination of not less than 180 days. The City shall provide notice of termination of not less than 60 days. Upon termination or expiration, the Tax Collector shall timely provide the City with all records related to its Customers and upon request, shall provide the documents in electronic format.

(2) Either party may terminate this Agreement for default pursuant to the provisions of Article IV of this Agreement.

SECTION 2.05 SCOPE OF WORK

The Tax Collector shall perform the following services for the Customers of the City:

(1) The Tax Collector shall issue decals to customers who are eligible for the City’s Residential Permit Parking Program pursuant to the ordinance enacted by the City governing the Program. In the event the Tax Collector is uncertain of a customer’s eligibility, Tax Collector shall direct the customer to the City’s Parking Division for assistance. Permit decals shall be valid for one year and shall expire on September 30th of each calendar year. The permit fee, including the cost of issuance, shall be \$10.00 but may be changed by City Resolution. The fee shall not be prorated or discounted.

(2) The City shall provide the permit decals to the Tax Collector for issuance along with an electronic application form which may be printed or copied as needed.

(3) The Tax Collector shall accept and process payments from the City's Customers. Customers may pay through check, cash, credit card charge, or money order. Payments will be accepted in person at the Tax Collector's Customer Service offices.

(4) The Tax Collector shall provide to the City a monthly report detailing the permit decals issued along with revenues collected after deducting the fee due the Tax Collector for issuance as provided herein below.

SECTION 2.06 CHARGES FOR SERVICE. The City will pay the Tax Collector for the above services based at the rate of \$2.50 for each permit decal issued. Each month, the Tax Collector shall remit the amount due City after deducting Tax Collector's fee as provided for herein above.

ARTICLE III

WARRANTIES, REPRESENTATIONS AND COVENANTS

SECTION 3.01. BY TAX COLLECTOR.

The Tax Collector warrants, represents, and covenants that:

(1) The Tax Collector has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Tax Collector currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Tax

Collector's knowledge, threatened, which seeks to restrain or enjoin the Tax Collector from entering into or complying with this Agreement.

(4) The Tax Collector shall exercise reasonable care and diligence to advise the City of any problems encountered by the Tax Collector in implementing this Agreement, to maintain accurate and complete records of all billings and collections on behalf of the City, to provide timely and accurate reports of all such billings and collections, and to promptly transmit to the City all funds collected on the City's behalf according to a schedule to be agreed by the parties.

SECTION 3.02. BY CITY.

The City warrants, represents, and covenants that:

(1) The City has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The City currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the City's knowledge, threatened, which seeks to restrain or enjoin the City from entering into or complying with this Agreement.

(4) The City shall exercise reasonable care and diligence to ensure that the Tax Collector is advised on a timely basis of all applicable City policies and changes thereto, to assist the Tax Collector in carrying out its obligations pursuant to this Agreement.

SECTION 3.03. AUDIT AND MONITORING REQUIREMENTS. The Tax Collector agrees to the following audit and monitoring requirements.

(1) Audit. The Tax Collector shall maintain accounts of collections on behalf of the City according to and consistent the Tax Collector's normal record maintenance procedures and shall be subject to audit to the same extent as the Tax Collector's normal records. The Tax Collector shall cause its auditor to notify the City immediately if anything comes to the auditor's attention during the examination of records that would lead the auditor to question whether any City charges are properly accounted for, or whether Tax Collector charges to the City costs are allowable under this Agreement.

(2) Record Retention. The Tax Collector shall retain sufficient records demonstrating its compliance with the terms of this Agreement in accordance with State of Florida record retention laws, from the dates that the records are generated, or for the same amount of time that the Tax Collector maintains its own financial records, whichever is longer. The City shall have access to such records upon request. The Tax Collector shall ensure that audit working papers also are made available to the City, or its designee, upon request, during such time as the records are required under this Agreement to be maintained.

(3) Record of Account. The Tax Collector shall maintain records of all funds collected on behalf of the City.

(4) Prohibition Against Encumbrances. The Tax Collector is prohibited from selling, pledging, or otherwise using funds collected on behalf of the City, except that the Tax Collector may deduct from such funds the Tax Collector's charges agreed to be due the Tax Collector in connection with this Agreement.

(5) Close-out. Upon termination or expiration of this Agreement, the Tax Collector and the City shall conduct a final accounting of all outstanding funds collected on behalf of the City and all outstanding Tax Collector charges due under this Agreement, and the Tax Collector shall promptly disburse the net funds due the City.

ARTICLE IV
DEFAULTS AND REMEDIES

SECTION 4.01. EVENTS OF DEFAULT. Each of the following events is hereby declared an event of default:

(1) Failure by the Tax Collector or the City to comply substantially with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement if such failure shall continue for a period of 30 days after written notice thereof to the defaulting party.

(2) Any warranty, representation or other statement by, or on behalf of, the City contained in this Agreement or in any information furnished by the Tax Collector or the City in compliance with, or in reference to, this Agreement, is proven to be materially false or misleading.

(3) An order or decree entered, with the acquiescence of the Tax Collector or the City, appointing a receiver for the Tax Collector or the City; or if such order or decree, having been entered without the consent or acquiescence of the Tax Collector or the City, shall not be vacated, discharged or stayed on appeal within sixty (60) days after the entry thereof.

(4) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Tax Collector or the City under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Tax Collector or the City, is not dismissed within sixty (60) days after filing.

SECTION 4.02. REMEDIES. Upon any event of default, after first attempting to resolve the issue under the terms of Section 5.05, the non-defaulting party may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, to require the defaulting party to fulfill its obligations under this Agreement.

(2) By action or suit in equity, to enjoin any acts or things which may be unlawful or in violation of the rights of the non-defaulting party.

(3) By termination of this Agreement for default upon 30 days written notice to the defaulting party.

SECTION 4.03. DELAY AND WAIVER. No delay or omission by the Tax Collector or the City to exercise any right or power accruing upon an event of default shall impair any such right or power nor shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver of any default under this Agreement shall extend to or affect any subsequent event of default, whether concerning the same or different provision of this Agreement, nor shall such waiver impair consequent rights or remedies of the Tax Collector or the City hereunder.

SECTION 4.04. TERMINATION FOR DEFAULT. If the City elects the remedy of termination specified in Section 4.02, the City shall not be obligated to pay the Tax Collector Charges incurred subsequent to the effective date of the termination.

ARTICLE V

GENERAL PROVISIONS

SECTION 5.01. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. Neither the Tax Collector nor the City 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.

SECTION 5.02. AMENDMENT OF AGREEMENT. This Agreement may be amended in only in a writing signed by representatives of the parties with authority to bind them.

SECTION 5.03. SEVERABILITY. 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 Tax Collector and City 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 5.04. ATTORNEY'S FEES AND COSTS. The Tax Collector and City agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

SECTION 5.05. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. The parties agree that all disputes and disagreements shall be resolved utilizing the procedures specified in Chapter 164, Florida Statutes, the "Florida Governmental Conflict Resolution Act." Either shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law; provided, however, the unresolved issue or issues shall be submitted to mediation prior to the institution of any administrative or legal proceeding.

SECTION 5.06. NONDISCRIMINATION. The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination.

These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. s. 794), which prohibits discrimination on the basis of handicap; (3) The Age Discrimination Act of 1975, as amended (42 U.S.C. ss. 6101-6107), which prohibits discrimination on the basis of age; (4) The Drug Abuse Office And Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (5) The Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (6) The Public Health Service Act of 1912, ss. 523 and 527, (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (7) The Americans With Disabilities Act of 1990 (42 U.S.C. s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; (8) The Florida Civil Rights Act of 1992, (Chapter 760, Florida Statutes, and Section 509.092, Florida Statutes), as may be amended from time to time, relating to nondiscrimination; (9) The Monroe County Human Rights Ordinance (Chapter 13, Article VI, Sections 13-101 through 13-130), as may be amended from time to time, relating to nondiscrimination; and (10) any other nondiscrimination provisions in any federal or state statutes or local ordinances which may apply to the parties to, or the subject matter of, this Agreement.

SECTION 5.07. 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, the parties agree to participate, to the extent reasonably 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. The parties specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement or any Attachment or Addendum to this Agreement.

SECTION 5.08. 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.

SECTION 5.09. CODE OF ETHICS. The parties agree that their officers and employees recognize and will be required to comply with the standards of conduct relating to public officers and employees as delineated in Section 112.313, Florida Statutes, 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.

SECTION 5.10. NO SOLICITATION/PAYMENT. The Parties 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 each party agrees that the other party 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.

SECTION 5.11. PUBLIC ACCESS TO RECORDS. The parties shall allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

SECTION 5.12. INDEMNIFICATION, NON-WAIVER OF IMMUNITY. Each party agrees to be fully responsible for the respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a

waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the parties 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 a party be required to contain any provision for waiver.

SECTION 5.13. LEGAL OBLIGATIONS; NON-DELEGATION OF DUTIES.

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 other 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.

SECTION 5.14. 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 parties agree that neither the Tax Collector nor the City or any agent, officer, or employee of each 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 5.15. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member,

officer, agent or employee of a party in his or her individual capacity, and no member, officer, agent or employee of a party shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5.16. SECTION HEADINGS. 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 5.17. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

ARTICLE VI

EXECUTION OF AGREEMENT

SECTION 6.01. COUNTERPARTS. This Agreement shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SECTION 6.02. SUPERSEDES OTHER AGREEMENTS. The parties agree that this Agreement represents their mutual agreement and replaces and supersedes any prior agreements, understandings, or communications on the subject of the Agreement, whether written or oral.

IN WITNESS WHEREOF, the City and the Tax Collector have executed and delivered this Agreement as of the date first written above.

MONROE COUNTY TAX COLLECTOR

By: _____
Danise Henriquez

WITNESSES:

CITY OF KEY WEST, FLORIDA

By: _____
Craig Cates, Mayor

ATTEST:

CITY CLERK