

CHAPTER 164 INTERGOVERNMENTAL DISPUTE

CITY OF KEY WEST, FLORIDA,

v.

FLORIDA KEYS MOSQUITO CONTROL DISTRICT.

Defendants.

MEDIATION AGREEMENT

On February 24, 2021, the City of Key West (the “City”) and the Florida Keys Mosquito Control District (the “District”) participated in a mediation of a dispute raised by the City against the District pursuant to Florida Statute § 164.1052. The Parties were able to reach a settlement, pending the approval of their respective governing bodies, on the following terms:

1. The City shall execute a full and final release of any and all claims against the District related to remediation of environmental contamination at the property commonly known as 5224 College Road, Key West, Florida, 33040, the adjacent property occupied by the Florida Keys Aqueduct Authority, and any other adjacent property (collectively, the “Property”). The release shall be in a form mutually agreeable to both Parties, but shall at a minimum: (1) release the District from any and all claims held by the City now, or in the future, related to remediation of environmental contamination of the Property; and (2) hold harmless and indemnify the District from any all claims of third parties related to remediation of environmental contamination on the Property, up to the amount of the District’s liability for such claims.

2. In consideration of execution of the above-referenced release, the District shall pay to the City the sum of \$850,000.00, payable as follows: \$350,000.00 to be paid on or before March 31, 2021 and \$500,000.00 to be paid on or before November 30, 2021.
3. The District shall present the terms of this settlement to the District Board, at the recommendation of the Board Chair, Director, and District Attorney, at a publicly noticed meeting currently scheduled for March 16, 2021. The City shall present the terms of this settlement to the City Commission, at the recommendation of the Mayor, City Manager and City Attorney, at a publicly noticed meeting currently scheduled for March 16, 2021.
4. The Parties agree and acknowledge that this settlement is intended to resolve disputed claims and that the entry of either Party into this agreement shall not be construed as an admission of liability or fault.

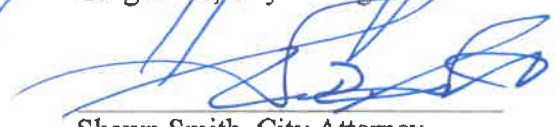

Phil Goodman, FKMCD Board Chair


Andrea Leal, District Executive Director


Dirk M. Smits, District Attorney


Teri Johnston, City Mayor


Greg Veliz, City Manager


Shawn Smith, City Attorney