

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into pursuant to Sec. 274.06, F.S., by and between Monroe County Board of County Commissioners, a political subdivision of the State of Florida, (hereafter "COUNTY"), and The City of Key West, Florida (KEY WEST), a municipal corporation existing under the laws of the State of Florida.

WHEREAS, in 2009, the COUNTY purchased SCBA "Scott" equipment for use at the Key West International Airport fire station; and

WHEREAS, On April 1, 2011, oversight of the Key West International Airport fire station, firefighters, and operations was assigned to Monroe County Fire Rescue; and

WHEREAS, an inventory of all equipment was performed to verify conformity with the rest of Monroe County Fire Rescue operations; and

WHEREAS, it was discovered that the type of SCBA system being utilized at the Key West International Airport fire station was "Scott", while Monroe County Fire Rescue uses "MSA"; and

WHEREAS, these systems are quite different, and are not compatible with one another. Also, "Scott" requires the use of a separate maintenance system that is quite costly, and up to this point, the City of Key West Fire Rescue was allowing the COUNTY to use theirs, as a courtesy; and

WHEREAS, it would be confusing to have two different SCBA systems within one operation, and would require double the training time to cover both;

WHEREAS, the COUNTY has determined that the "Scott" equipment no longer serves a useful function for the COUNTY, and is therefore surplus property within the meaning of Section 274.05, F.S.; and

WHEREAS, the COUNTY wishes to donate the "Scott" equipment to the City of Key West Fire Rescue, since it is the type they already use, and would be a benefit to them to have this additional equipment; and

WHEREAS, a good faith estimate was made of the "Scott" equipment and was determined to be under \$5,000; and

WHEREAS, the parties now desire to enter into an interlocal agreement pursuant to which the COUNTY will transfer the "Scott" equipment to the City of Key West Fire Rescue; and

NOW, THEREFORE IN CONSIDERATION of the mutual consideration and premises set forth below, the parties hereto agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this agreement is to set forth the mutual obligations and responsibilities of both parties in the transition of the “Scott” equipment from the COUNTY to KEY WEST, the equipment is more specifically described as follows:

Scott Air Packs Type-Serial Numbers	Scott Bottles Serial Numbers
97-79210668	SCH-193451
97-89600441	SCH-193211
97-89600444	SCH-193371
97-89600028	SCH-193139
97-79210678	ALT-639-8938
97-89600422	ALT-639-4054
92-9860085	ALT-639-4401
92-9860081	ALT-639-8091
92-9860170	ALT-639-8088
92-9860119	ALT-639-8098
92-9860210	ALT-639-8976
92-9860083	ALT-639-150728
	ALT-639-150729
	ALT-639-150730
	ALT-639-150731
	ALT-639-150732
	ALT-639-150733
	ALT-639-150734
	ALT-639-150735
	IH-618
	IH-739
	IH-703
	IH-790

2. RESPONSIBILITIES OF COUNTY:

2.1.1 Upon execution of this Interlocal Agreement, the COUNTY shall forward the “Scott” equipment to the City of Key West Fire Rescue.

3. RESPONSIBILITIES OF KEY WEST:

3.1.1. Upon receipt of the “Scott” equipment, accept it in “as is” condition and without any warranties.

4. INSURANCE AND HOLD HARMLESS:

4.1 To the extent allowed by law, each party shall be responsible for any acts, or omissions, of negligence on the part of its 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 of whatever type – including investigation and witness costs and expenses and attorneys’ fees and costs – that arise out of or are attributable to arising out of such actions or omissions. The purchase of insurance does not release or vitiate either party’s obligation under this paragraph.

4.2 Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and KEY WEST 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 KEY WEST be required to contain any provision for waiver.

5. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES:

5.1 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.

5.2 In the event that any cause of action or administrative proceedings is instituted for the enforcement or interpretation of this Agreement, venue will lie in the appropriate administrative body in Monroe County, Florida.

5.3 The COUNTY and KEY WEST agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

6. 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 COUNTY and KEY WEST 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.

7. ACCESS TO RECORDS AND AUDITS.

In addition to any other rights conferred upon the parties under the Florida Government in the Sunshine Law or the Florida Public Records Act, both parties shall have the right to examine and audit any records involving transactions related to this Interlocal Agreement. Either party may cancel this Interlocal Agreement for refusal to allow access to any records pertaining to work performed under this Agreement that are subject to the Florida Government in the Sunshine Law or the Florida Public Records Act.

8. TAXES.

The parties are not subject to taxes or assessments

9. COUNTERPARTS.

This INTERLOCAL AGREEMENT may be executed in several counterparts, each of which shall be deemed an original.

10. COVENANT OF NO INTEREST.

COUNTY and KEY WEST 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 Interlocal Agreement, and that each's only interest is to perform and receive the benefits as recited in this Interlocal Agreement.

11. CODE OF ETHICS.

COUNTY and KEY WEST agree that each agency's respective officers and employees recognize and 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 or contractual relationship; and disclosure or use of certain information.

12. ETHICS CLAUSE.

KEY WEST warrants that it has not employed, retained, or otherwise had act on its behalf any former COUNTY officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision, COUNTY may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the agreement or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former COUNTY officer or employee.

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

ATTEST: DANNY L. KOLHAGE, COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairperson

(Seal)  
ATTEST:

THE CITY OF KEY WEST, FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor/Chairperson