

## TROPICAL STORM/HURRICANE PARKING AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Key West, Florida, a municipal corporation (hereinafter "City") and the Monroe County Sheriff's Office (hereinafter "Sheriff").

### WITNESSETH

**WHEREAS**, City owns certain property located at 5701 College Road, Stock Island, Florida (hereinafter "Property"), and

**WHEREAS**, said property is substantially higher in elevation than the surrounding areas, including the area used by Sheriff to park patrol and other emergency, law enforcement and support personnel vehicles, and

**WHEREAS**, during Tropical Storm and/or Hurricane events the possibility of flooding exists, and

**WHEREAS**, City and Sheriff wish to protect the investment of public funds in said vehicles and the availability of same before, during, and after a Tropical Storm and/or Hurricane event.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Agreement, City and Sheriff agree as follows:

1. **Permission to Park:** City agrees to provide parking on Property to Sheriff, at no cost, for (30) Monroe County Sheriff's Office owned vehicles on the first level perimeter (Lower level). Sheriff agrees to park the vehicles in an area designated by City and in a manner that allows other vehicles to drive by this elevated parcel. Parking may commence when a Tropical Storm/Hurricane watch is issued or as mutually agreed by Sheriff and City. Sheriff will be responsible for parking all vehicles on the Property and removing all vehicles from the Property within twenty-four (24) hours after the storm has passed. Sheriff will ensure that vehicles will be secured and locked. Additionally, no loose material will be stored in the open areas of the vehicles parked in the Property.

2. **Term:** The term of this Agreement shall be for a period of (3) years.

3. **Termination for Convenience:** This agreement may be terminated for convenience by either party upon (10) days written notice. Upon termination of this agreement, neither party shall have any further obligation hereunder.

4. **Indemnification:** City, as a state agency or subdivision as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious actions, which result in claims or suits against either Sheriff or City and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts, in any matter arising out of this agreement.

Sheriff, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either the City or Sheriff,

and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts, in any matter arising out of this agreement.

Nothing contained in this section or this agreement shall be construed to be a waiver by either party of any of the protections provided by sovereign immunity or any other immunity, including the protections and statutory caps on liability contained in section 768.28 of the Florida Statutes, as well as any other similar provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement.

**5. Risk of Damage or Loss:** City will not be responsible to Sheriff for any damage to vehicles, injury to persons, or loss of property, resulting from the use of Property pursuant to this agreement.

**6. Governing Law, Venue, and Interpretation:** 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, City and Sheriff agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. City and Sheriff agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

**7. 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.

This agreement is effective as of the date last signed below.

**SHERIFF**

By: *Rick Ramsay*  
Name: *RIK RAMSAY*  
Title: *SHERIFF*  
Date: *JUNE 14TH 2013*

MONROE COUNTY SHERIFF'S OFFICE  
APPROVED AS TO FORM:

*[Signature]*  
PATRICK J. McCULLAH  
GENERAL COUNSEL

DATE: *6/13/13*

**ATTEST:**

\_\_\_\_\_

City Clerk

**THE CITY OF KEY WEST**

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

Craig Cates, Mayor