

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AND
CITY OF KEY WEST
FOR
OFFICE SPACE AND MARINA SLIP USE AT GARRISON BIGHT CITY MARINA

THIS MEMORANDUM OF AGREEMENT is entered into by and between THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter called "COMMISSION", and THE CITY OF KEY WEST, 1801 N Roosevelt Blvd, Key West, Florida 33040 (FEIN#59-6000346), hereafter called "CITY".

The purpose of this Memorandum of Agreement (MOA) is to establish an agreement between the parties to provide mutually beneficial support in their respective efforts to provide dedicated office space and two (2) marina slips for the Florida Fish and Wildlife Conservation Commission, Division of Law Enforcement (DLE), at the City Marina at Garrison Bight.

1. RESPONSIBILITIES OF THE PARTIES. The parties hereby agree to accept and undertake the following responsibilities assigned to them under this Agreement:

A. Responsibilities of the Commission.

1. The COMMISSION will occupy and maintain a dedicated office, per Exhibit A of 153.64 square feet, at no cost to the Commission as outlined in this MOA.
2. Will be responsible for all costs associated with means of communication which include but are not limited to internet and telephone services.
3. Will provide a separate parking lot use agreement (FWC MOA #20350) for Commission owned 0.28-acre parcel located at Garrison Bight.

B. Responsibilities of the City.

1. Will provide to the COMMISSION at no cost, a dedicated office space located within the City Marina at Garrison Bight Dockmaster Building per Exhibit A, of 153.64 square feet.
2. Will cover all associated costs within this office space regarding electrical, structural, and finishes, except those as outlined in section 1(A) Responsibilities of the Commission of this MOA.
3. Will provide the COMMISSION with two (2) boat slips, at no cost to the COMMISSION, at the City Marina at Garrison Bight.

2. **TERM OF THE AGREEMENT.** It is understood and agreed that the relation established by this Agreement is meant to be for the benefit of both parties, and that this Agreement shall be effective on the date of execution by both parties and shall remain in effect for Ten (10) years, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by both parties.

3. **TERMINATION.** Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least 60 days prior to the termination date specified in the notice.

4. **NOTICES.** All notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

FOR THE COMMISSION:

Deborah Furrow
Senior Management Analyst Supervisor
General Headquarters
620 S. Meridian St, MS 7A4
Tallahassee, FL 32399-1600
850 717-2119 – Office
850 921-6453 – Fax
Deborah.Furrow@MyFWC.com

FOR THE CITY:

Port and Marine Services
Attn: Port Director
201 William St.
Key West, FL 33040
305 809-3792
smcalearney@cityofkeywest-fl.gov

*Copy of notices will also be provided to the
City Manager

5. **PUBLIC RECORDS.** All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the parties.

6. **LIABILITY.** Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability.

7. **NON-ASSIGNMENT.** This Agreement may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.

8. **SEVERABILITY AND CHOICE OF VENUE.** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Monroe County, Florida, to the exclusion of all other lawful venues.

9. **NO THIRD-PARTY RIGHTS.** The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

10. **JURY TRIAL WAIVER.** As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter

whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim of quantum meruit.

11. ENTIRE AGREEMENT; AMENDMENT. This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

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Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed through their duly authorized signatories on the day and year last below written.

CITY OF KEY WEST

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

City of Key West, Patty McLauchlin,
City Manager

Executive Director or designee

Date _____

Date _____

APPROVED as to form and legality:

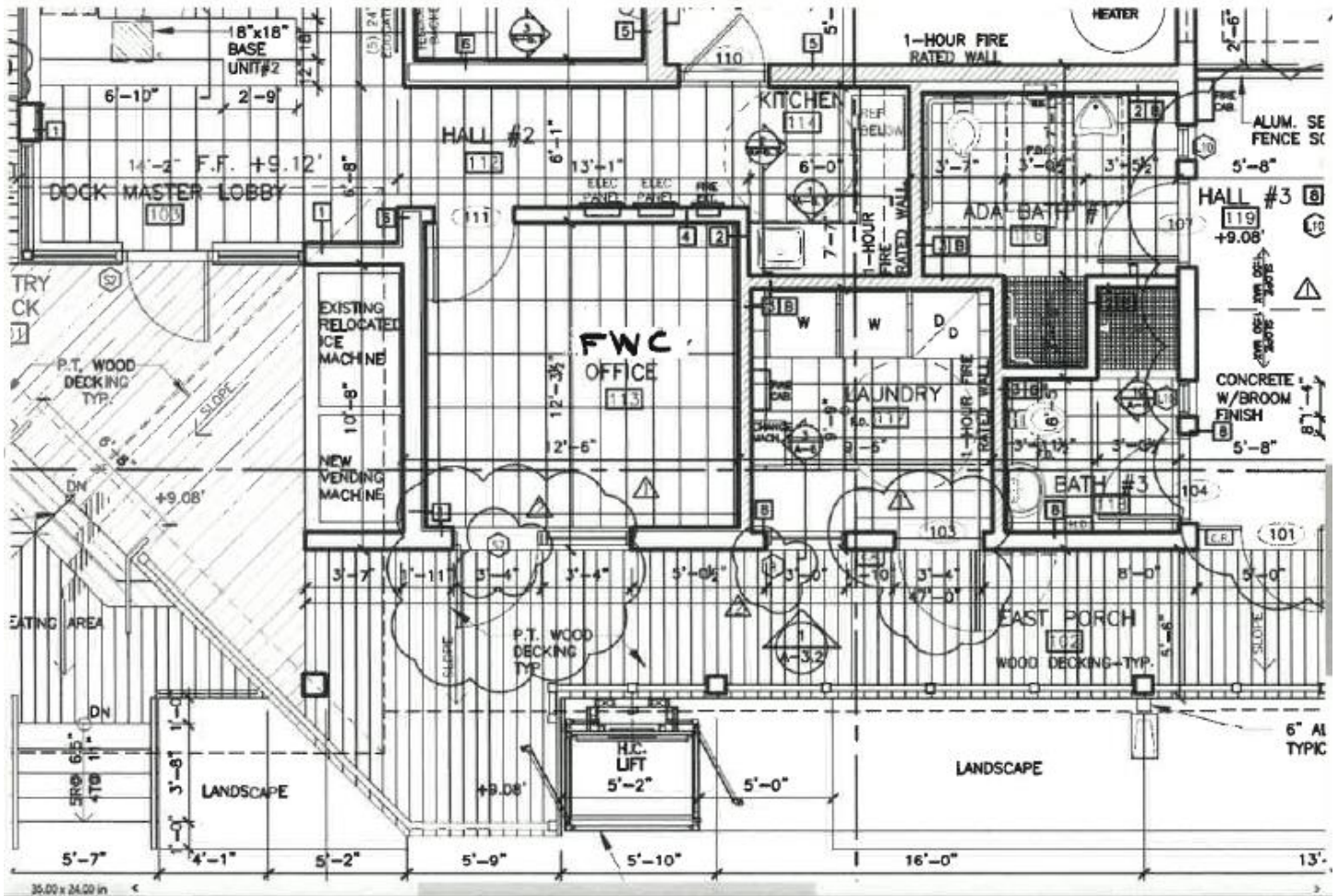
Bridget K. McDonnell
Commission Attorney Signature

Exhibits to this agreement Include:

A - Floor Plan

B - Site Layout

EXHIBIT A
FLOOR PLAN



**LOCATION OF NEW DOCK MASTER BUILDING
CITY MARINA AT GARRISON BIGHT**

