THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

INTERLOCAL AGREEMENT
PURSUANT TO
CHAPTER 163, FLORIDA STATUTES

JOINT USE OF POINCIANA PLAZA EXPANSION 54-UNIT DEVELOPMENT

This **Interlocal Agreement** (the "Agreement") is entered into this last day below written, by and between the **City of Key West** (CITY), a municipal corporation organized and existing under the laws of the State of Florida (the "City"), whose address is 1300 White Street, Key West, FL 33040 and the **Housing Authority of the City of Key West** (KWHA), a public housing authority organized and existing under the laws of the State of Florida whose address is 1400 Kennedy Drive, Key West, FL 33040. The CITY and KWHA are sometimes referred to individually as a "Party" and collectively as the "Parties."

1. Recitals.

WHEREAS, pursuant to Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969), as amended, public agencies may enter into interlocal agreements to jointly exercise powers, privileges, or authorities that each might exercise separately; and

WHEREAS, Chapter 163, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" (:"the Act"), specifically provides that its' purpose is to "permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities". (Section 163.01(2), F.S.).; and

WHEREAS, The Act further provides that "a public agency of this state may exercise jointly with any other public agency of the state … any power, privilege, or authority which such agencies share in common and which each might exercise separately." (Section 163.01(4).)

WHEREAS, The Act's definition of "public agency" includes a municipality/city and a housing authority. (Section 163.01(3)(b).

WHEREAS, The City and KWHA, pursuant to this Act, desire to enter into this Interlocal Agreement ("the Agreement") for the purposes, and upon the terms and conditions, described below, believing that this Agreement will allow each agency to make more efficient use of facilities, personnel, and services necessary to, common to, or available to each agency, and having a goal of a more economical and efficient use and

savings of public funds, while at the same time maintaining current levels of public safety in the city.

WHEREAS, the KWHA owns and operates senior housing facilities that include vacant units suitable for temporary occupancy; and

WHEREAS, the City is constructing a new fire station and requires temporary housing for local firefighters during the construction period; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

1.1 **Effective Date**" means the date this Agreement is fully executed by both Parties.

1.2 "**Facilities**" means the senior housing facility owned and operated by the KWHA, specifically 1664 Duck Avenue, Key West, Florida

1.3 "**Units**" means the specific vacant dwelling units in the Facilities made available under this Agreement, as identified in Exhibit "A" (attached).

1.4 "**Firefighters**" means active-duty firefighters employed by the City of Key West Fire Department.

1.5 "**Term**" has the meaning set forth in Section 2.1.

2. Term and Termination.

2.1 **Term.** This Agreement shall commence on the Effective Date and continue for an initial term of twenty-four (24) months, unless earlier terminated or extended by mutual written agreement of the Parties.

2.2 **Extension**. The Parties agree the term may continue on a month-to-month basis following the initial twenty-four 24-month term or may be extended for a fixed period by written agreement.

2.3 **Termination.** Either Party may terminate this Agreement upon sixty (60) days ' written notice if the other Party materially breaches any provision and fails to cure within fifteen (15) days after notice.

2.4 **Commencement of Rent.** The City's obligation to pay monthly rent shall commence upon delivery of the vacant Units to the City by KWHA.

3. Grant of Use of Rights.

3.1 KWHA grants the City a temporary, non-exclusive license to occupy and use the identified Units solely for housing Firefighters subject to the terms herein. No leasehold interest or tenancy is created.

3.2 KWHA agrees to allow use of the kitchen facility for meal preparation for a monthly fee as prescribed in Exhibit "A"

3.3 Exhibit "A" shall also list the specific Units, monthly rent, occupancy limits, and any restrictions.

3.4 Prior to occupancy City shall furnish KWHA a written statement stating the City has accepted specific units for occupancy, amenities to be utilized, and setting forth the actual monthly fees due and "One-Time Costs" owed under the agreement. City's written statement shall become attached to and incorporated into this lease as Exhibit "C".

4. Responsibilities of the Parties.

4.1 **City Responsibilities**. The City shall:

- Establish compliance with any deed restriction on the property, specifically the deed restriction for 1663 Dunlap Drive.
- Pay rent for each unit as detailed in Exhibit "A".
- Pay one-time costs as described in Exhibit "B" in the event current occupants of the facility are required to relocate.
- Maintain the Units in good condition and promptly repair any damage caused by Firefighters beyond normal wear and tear.
- Comply with all applicable laws, including Housing Authority rules, fire safety codes, and senior facility policies.

4.2 **KWHA Responsibilities.** KWHA shall:

- Make the Units available in habitable condition at the start of occupancy.
- Provide standard utilities and common area access consistent with other tenants.
- Pay electric, water and gas utilities.
- Cooperate with the City on access, access to adjacent City property, maintenance scheduling, and any regulatory compliance.

5. Payment and Mutual Consideration.

5.1 Consideration includes the mutual benefits of public service continuity and efficient resource use. Any monetary payments shall be as set forth in Exhibit "C".

6. Insurance and Indemnification.

6.1 Each Party shall maintain adequate insurance as required by law, including general liability coverage naming the other Party as an additional insured where applicable.

6.2 The City shall indemnify, defend, and hold harmless the Housing Authority from any claims, damages, or liabilities arising from the City's or Firefighters 'use of the Units, except to the extent caused by the Housing Authority's negligence or willful misconduct. The Housing Authority shall indemnify the City for claims arising from its own negligence in maintaining the Facilities.

7. Miscelaneous.

7.1 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Venue for any action shall be in the courts of Monroe County, Florida.

7.2 **Public Records.** The Parties acknowledge their obligations under Chapter 119, Florida Statutes. Records related to this Agreement are subject to public inspection unless exempt.

7.3 **No Partnership.** Nothing in this Agreement creates a partnership, joint venture, or agency relationship.

7.4 **Severability.** If any provision is held invalid, the remainder shall continue in full force.

7.5 **Entire Agreement; Amendments.** This Agreement, including exhibits, constitutes the entire understanding and may be amended only in writing signed by both Parties.

7.6 **Notices.** All notices shall be in writing and delivered by USPS to the addresses below:

Housing Authority of the City of Key West	City of Key West
Director	City Manager
1400 Kennedy Drive	P.O. Box 1409
Key West, FL 33040	Key West, FL 33041-1409

7.7 **Counterparts.** This Agreement may be executed in counterparts, including electronically, each of which shall be deemed an original.

7.8 **Authority.** Each Party represents it has full authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

HOUSING AUTHORITY OF THE CITY OF KEY WEST	**CITY OF KEY WEST**
By: _____	By: _____
Name:	Danise Henriquez, Mayor
Title:	
Date: _____	Date: _____

EXHIBIT A: Units and Occupancy Details
EXHIBIT B: Schedule of One-Time Costs
EXHIBIT C: Written Statement
EXHIBIT D: Site Plan

EXHIBIT "A"

PROPOSED UNITS FOR CITY OCCUPANCY

To be selected by City and actual cost set forth in Exhibit "C"

Unit	Monthly Rent
119	$2,536.00
120	$2,911.00
121	$2,536.00
122	$1,866.00
128	$2,463.00
129	$2,463.00
130	$2,138.00

Kitchen Facility Rental

$2,500.00 per month

EXHIBIT "B"

SCHEDULE OF ONE-TIME COSTS

Tenant Relocation, Moving Costs and Rent Credit to Relocated Tenants
To be selected by City and actual cost set forth in Exhibit "C"

Unit	Rent Credit	Moving Cost(Est)
119	$2,536.00	$2,100.00
120	$2,911.00	$2,100.00
121	$2,536.00	$2,100.00
122	$1,866.00	$2,100.00
128	$2,463.00	$2,100.00
129	$2,463.00	$2,100.00
130	$2,138.00	$2,100.00

EXHIBIT "C"

WRITTEN STATEMENT OF ACTUAL COSTS

Unit	**Monthly Rent**	**Rent Credit***	**Moving Cost***

**One-Time Cost*

Monthly Rent:_____

Monthly Rent with Kitchen Facility Rental:_____

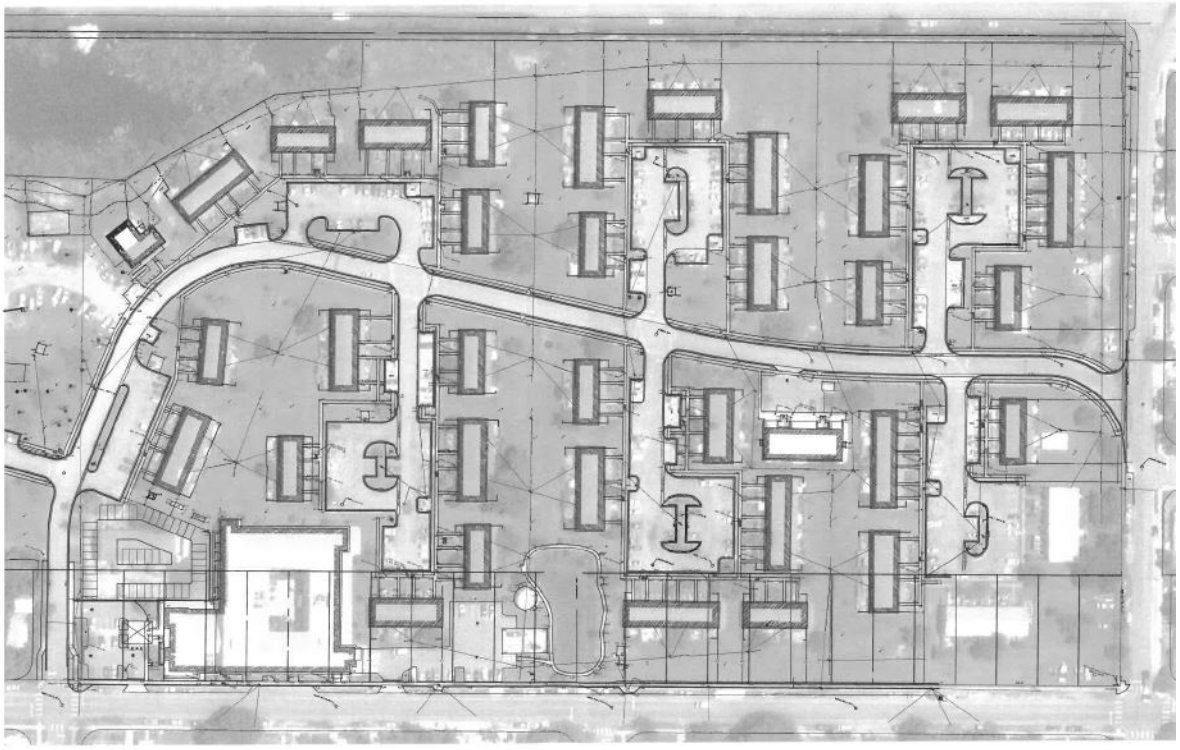
Total One-Time Charges:_____

Initial **Initial**

_____ _____

CITY **KWHA**

EXHIBIT "D"
SITE PLAN



Proposed Site Plan

Proposed Site Plan