

**INTERLOCAL AGREEMENT  
MONROE COUNTY AND KEY LARGO FIRE RESCUE AND EMERGENCY  
MEDICAL SERVICES DISTRICT**

**THIS INTERLOCAL AGREEMENT** is entered into this \_\_\_ day of \_\_\_ 2014 pursuant to Sec. 163.01, F.S., by and between Monroe County, a political subdivision of the State of Florida, (hereafter "COUNTY"), and Key Largo Fire Rescue and Emergency Medical Services, an independent special district, (hereafter "DISTRICT").

**WHEREAS**, the Legislature of the State of Florida has enacted Chapter 2005-329 establishing the Key Largo Fire Rescue and Emergency Medical Services independent special district, which is a public corporation charged with the responsibility of providing fire rescue and emergency medical services within its geographical boundaries; and

**WHEREAS**, the Key Largo Fire Rescue and Emergency Medical Services independent special district encompasses the geographic area of all of Cross Key and that part of Key Largo from South Bay Harbor Drive and Lobster Lane to the southern boundary of the right-of-way of County roads 905 and 905A within Monroe County; and

**WHEREAS**, Section 212.055(2), Fla. Stat., authorizes the COUNTY to levy a one cent discretionary sales surtax in order to finance, plan and construct infrastructure, defined in the statute to include, among other things, any fixed capital expenditure or fixed capital outlay associated with the construction of public facilities that have a life expectancy of five or more years, and also fire department vehicles and emergency medical service vehicles; and

**WHEREAS**, Section 163.01, Fla. Stat. provides that a public agency of this state, defined to include political subdivisions and special districts, may exercise jointly with any other public agency any power, privilege, or authority which such agencies share in common and which each might exercise separately, and that the joint exercise of power shall be evidenced in the form of an interlocal agreement.

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

**1. PURPOSE OF THE INTERLOCAL AGREEMENT:**

The purpose of this agreement is to set forth the terms and conditions under which the DISTRICT will purchase fire vehicles and purchase and install fire hydrants and the COUNTY will reimburse the DISTRICT using infrastructure sales surtax monies.

**2. PURCHASE OF ITEMS BY THE DISTRICT:**

2.1. The DISTRICT has purchased three (3) fire trucks and intends to purchase additional emergency services vehicles in the future.

Tanker	Freightliner	Truck	2014	1 FVHG 5CY8 EHFV 7512
Ladder	HME	Custom Cab & Chassis	2014	44 KFT 4286 EWZ 22508
Squad	Freightliner	Truck	2014	1 FVMG 5CY8 EHFV 7512

2.2 The DISTRICT warrants and represents that each of the vehicles has a minimum expected life of at least five (5) years. The District will retain ownership of the approved equipment and will maintain the fire and other emergency services vehicles on the DISTRICT's inventory, and will not sell, transfer or assign either the asset or title to the asset for a minimum of five (5) years from the date of execution of this Agreement without the prior express written consent of the COUNTY.

2.3. The DISTRICT will purchase 33 hydrants over the next three (3) years. The DISTRICT will install each of the hydrants in the geographical area covered by the DISTRICT. All installation will occur in compliance with rules issued by the Florida Keys Aqueduct Authority. The hydrant locations shall be selected in coordination/concurrence with the Monroe County Fire Marshal.

2.4 In purchasing these items, the DISTRICT will follow the competitive procurement statutes of the State of Florida, as required by the District's enabling legislation.

### 3. REIMBURSEMENT:

3.1. After purchase of the fire, rescue and ems vehicles and hydrants, including installation, the DISTRICT shall render to the COUNTY a proper itemized invoice in accordance with the Florida Local Government Prompt Payment Act. The invoice shall be properly dated, describing the equipment purchased (including the make, model, and VIN number if applicable), the cost of the equipment and installation, and all other information required by the COUNTY for reimbursement. Upon receipt of the appropriate documents the COUNTY shall reimburse the DISTRICT for said expenditures.

3.2 Reimbursement requests will be submitted by the DISTRICT to the COUNTY. The COUNTY shall only reimburse those reimbursable expenses which are reviewed and approved as complying with Monroe County Code of Ordinances, State laws and regulations.

3.3 The maximum amounts for reimbursement are as follows:

	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2016</b>
Fire/EMS vehicles	\$150,000.00	\$150,000.00	\$150,000.00
Hydrants	Hydrants - \$100,000.00	\$150,000.00	\$150,000.00

3.4 The request for reimbursement must be signed by the Chairman or Vice-Chairman of the DISTRICT Commission. It must be notarized, and must include the following language:

*I certify that the above amounts have been paid to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.*

3.5 This Agreement is subject to annual appropriation by the Board of County Commissioners of Monroe County, Florida.

#### **4. INSURANCE AND HOLD HARMLESS:**

4.1 The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims under federal or state actions for civil rights violations, which are not limited by Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes Section 768.28 and Chapter 440, arising out of the activities governed by this agreement.

4.2 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 obligations under this paragraph.

4.3 Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and DISTRICT 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 DISTRICT 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 proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and DISTRICT agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

5.3. The COUNTY and DISTRICT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings.

#### **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 DISTRICT 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. BINDING EFFECT:**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and DISTRICT and their respective legal representatives, successors, and assigns.

#### **8. AUTHORITY:**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary COUNTY and corporate action, as required by law.

#### **9. CLAIMS FOR FEDERAL OR STATE AID:**

The DISTRICT and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement.

#### **10. NON-DISCRIMINATION:**

The DISTRICT and COUNTY agree that there will be no discrimination against any person. The DISTRICT and COUNTY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or

financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

**11. CODE OF ETHICS:**

11.1 Both parties understand and agree that the officers and employees of the COUNTY and the DISTRICT will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

11.2 The DISTRICT 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.

**12. NO SOLICITATION/PAYMENT:**

The COUNTY and DISTRICT warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**13. PUBLIC ACCESS:**

The COUNTY and DISTRICT shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes.

**14. 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.

**15. NOTICES.**

Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

County: Key Largo Fire Rescue & Emergency Medical Services  
District:  
County Administrator Bob Thomas, Chairman  
1100 Simonton Street P.O. Box 371023  
Key West, FL 33040 Key Largo, Fl. 33037-1023

**16. FULL UNDERSTANDING:**

This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except in a written amendment duly executed by both parties.

**17. EFFECTIVE DATE:**

This Agreement will take effect on the day last signed by the parties to the Agreement.

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

(SEAL)  
ATTEST: AMY HEAVILIN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

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

By \_\_\_\_\_  
Mayor

KEY LARGO FIRE RESCUE and  
EMERGENCY MEDICAL SERVICES  
DISTRICT

\_\_\_\_\_  
\_\_\_\_\_  
Witnesses

By \_\_\_\_\_  
Bob Thomas, Chairman