

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of _____, _____, between Monroe County, a political subdivision of the State of Florida (hereinafter, the COUNTY) and the Key Largo Fire, Rescue and EMS District, organized and existing under the laws of the State of Florida (hereinafter,).

WITNESSETH:

WHEREAS, Monroe County has been the maintaining agency for traffic signal equipment on US 1 in the unincorporated county since September 1985; and

WHEREAS, the current Traffic Signal Maintenance and Compensation Agreement between Monroe County and Florida Department of Transportation (FDOT), Contract A-PP06, which was executed on May 21, 2010 includes the emergency fire station beacons at the North Key Largo Fire Station (MM 106) and the South Key Largo Fire Station (MM 99.5); and

WHEREAS, Monroe County does not receive compensation from FDOT for maintenance of emergency fire station beacons; and

WHEREAS, is a special taxing district within the limits of the Monroe County that was established on June 8, 2006 by F.S. 2005-329; and

WHEREAS can better service and maintain the emergency fire station beacons under their direct supervision to ensure prompt response for safe and efficient movement of traffic; and

WHEREAS, Monroe County and need to transfer responsibility for maintenance of the fire station beacons to ;

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. Effective on the date of execution of this Agreement will assume responsibility for maintenance of the emergency fire station beacons located on US 1 at mile markers 106 and 99.5.
2. Maintenance responsibilities will include but not be limited to preventative maintenance, periodic inspections and emergency maintenance, and shall be in accordance with the practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and shall meet the requirements of Traffic Signal Maintenance and Compensation Agreement, Contract #A-PP06, a copy of which is attached to this Agreement.
3. will provide written documentation of completion of periodic maintenance inspections performed by qualified personnel on an annual basis.

4. Monroe County agrees to include the beacons in its Sunshine One Call equipment list and to respond to One Call tickets that are generated as a result of the two emergency beacons. Monroe County will invoice for costs associated with the One Call response system, including but not limited to costs for marking underground utilities and staff time for ticket response and coordination of marking.

5. Agrees to notify Monroe County in writing of any changes to the emergency beacons that would impact the One Call system utility marking or the County's Maintenance Agreement with FDOT.

6. In the event of any failure of compliance by either party hereto with any of its material obligations to the other party as provided for herein such action shall constitute a default under this Agreement.

7. Upon any such default, the non-defaulting party shall provide to the defaulting party a written Notice of such default, which Notice (a "Default Notice") shall state in reasonable detail the actions the defaulting party must take to cure the same. The defaulting party shall cure any such default, within 30 days following the date of the Default Notice

8. Notwithstanding the provisions of this Section, if any such default by the defaulting party remains uncured at the conclusion of any specified 30 day cure period, and if the nature of the defaulting party's obligations are such that more than 30 days is required to effect cure, then the defaulting party shall not be in default hereunder and the non-defaulting party shall not have the right to exercise its termination rights granted herein as a result of any such default, if the defaulting party commences cure within the applicable cure period and thereafter diligently pursues cure to completion of performance.

9. In the event the defaulting party fails to affect any required cure as provided for herein, the defaulting party shall be deemed to be in uncured default hereunder, and the non-defaulting party shall have the right, but shall not be obligated, upon written Notice to the defaulting party, to terminate this Agreement.

10. If such Notice is given, this Agreement shall terminate on the date set forth in the Notice and the parties shall be relieved of all rights and obligations hereunder, except for any rights and obligations that expressly survive termination.

11. The County and are political subdivisions of the State of Florida and are covered under Florida Statute 768.28. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

12. Notices.

All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to County: Judith Clarke, P.E.
Director of Engineering Services
Monroe County Engineering Department
1100 Simonton Street
Key West, Florida 33040

With a copy to: Suzanne Hutton, Esq.
Monroe County Attorney's Office
P.O. Box 1026
Key West, Florida 33041-1026

If to :

With a copy to:

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

13. Attorneys Fees and Waiver of Jury Trial.

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

14. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Upper Keys Division of the Circuit Court or the Southern District of Florida. This Agreement is not subject to arbitration.

15. Entire Agreement/Modification/Amendment.

This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Nonassignability.

This Agreement shall not be assignable by either party unless such assignment is first approved by both parties.

17. Severability.

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. Independent Contractor.

The COUNTY and its employees, volunteers, agents, vendors and subcontractors shall be and remain independent contractor and not agents or employees of with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. Waiver.

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

29. Survival of Provisions.

Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

21. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

BY: _____
Mayor/Chairperson

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BY: _____
Deputy Clerk

BY: _____
ATTORNEY'S OFFICE

KEY LARGO FIRE, RESCUE AND EMS
DISTRICT,

ATTEST:
