DATE:          October 19, 2018

TO:            Alice Steryou
               Contract Monitor

FROM:          Pamela G. Hancock, C.C.

SUBJECT:       August 15th BOCC Meeting

Attached are two duplicate originals of Item C21, Agreement with Sheriff Richard A. Ramsay to provide 149.6 square feet of office space to the Monroe County Sheriff's Office at Bernstein Park on Stock Island, Key West, FL, for one year, for your handling.

Should you have any questions, please feel free to contact me at ext. 3550. Thank you.

cc: Facilities Supervisor
    County Attorney
    Finance
    File
AGREEMENT

THIS AGREEMENT, made this 15th day of August, 2018, by and between the Board of County Commissioners of Monroe County, Florida (hereinafter referred to as BOCC), whose address is 1100 Simonton Street, Key West, FL 33040, and the Monroe County Sheriff’s Office, (hereinafter referred to as MCSO), whose address is 5525 College Road, Key West, FL 33040.

WHEREAS, the BOCC leases premises to other governmental agencies servicing the County community; and

WHEREAS, MCSO has requested use of County office space; and

WHEREAS, the BOCC has determined that it is in the best interests of Monroe County to provide approximately 149.6 square feet of office space at Bernstein Park, located at 6751 Fifth Street on Stock Island, Key West, Florida, as identified on the Ground Floor Plan attached hereto as Exhibit “A” and made a part hereof;

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

1. **Contract Term.** This agreement is for the period commencing on August 15, 2018, and terminating on August 14, 2019, and is for Zero Dollars and no/100 cents ($0.00) per year.

2. **BOCC Responsibility.** The BOCC shall direct its Administrator, Departments Heads, County Attorney, and staff to provide certain facilities and support to the MCSO as can be provided without requiring an increase in personnel or any purchase or lease of real property.

3. **Relationship of Parties.** The MCSO is, and shall be, in the performance of all works, services, and activities under this Agreement, an independent agency, and not an employee, agent or servant of the BOCC. The MCSO shall exercise control, direction, and supervision over the means, manner, personnel, and volunteers through which it performs its duties. Although

Page 1 of 6
this Agreement is a cooperative agreement, similar in many respects (but not all) to a partnership, the MCSO shall have no authority whatsoever to act on behalf and/or as agent for the BOCC in any promise, agreement, or representation other than specifically provided for in this agreement. The BOCC shall at no time be legally responsible for any negligence on the part of the MCSO, its employees, agents, or volunteers resulting in either bodily or personal injury or property damage to any individual, property, or corporation.

4. **Modification.** Additions to, modification to, or deletions from the provisions of this contract may be made only in writing and executed by the BOCC. No modification shall become effective without prior written approval of both parties.

5. **Breach and Penalties.** The parties agree to full performance of the covenants contained in this contract. Both parties reserve the right, at the discretion of each, to terminate the services in this contract for any misfeasance, malfeasance, or nonperformance of the contract terms or negligent performance of the contract terms by the other party. Any waiver of any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar either party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

6. **Indemnification and Hold Harmless.**

   a) To the extent permitted by law, and as limited by Section 768.28, Florida Statutes, the BOCC shall defend, indemnify, and hold harmless MCSO and its officers, employees, or agents from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which MCSO or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or
resulting from the negligent performance of this contract by the BOCC, its employees, officers, and agents. MCSO shall promptly notify the BOCC of each claim, cooperate with the BOCC in defense and resolution of each claim, and not settle or otherwise dispose of the claim without the BOCC’s participation.

b) To the extent permitted by law, and as limited by Section 768.28, Florida Statutes, MCSO shall defend, indemnify, and hold harmless the BOCC and its officers, employees, or agents from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the BOCC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this contract by the MCSO, its employees, officers, and agents. The BOCC shall promptly notify MCSO of each claim, cooperate with MCSO in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without MCSO’s participation.

c) The indemnification provisions of this contract shall survive termination of this contract for any claims that may be filed after the termination date of the contract provided the claims are based upon actions that occurred during the performance of this contract.

7. **Laws and Regulations.**

a) This Agreement shall be construed by and governed under the laws of the State of Florida unless in an area of law pre-empted by federal law. The parties agree that venue for any dispute shall lie in Monroe County, Florida.

b) The MCSO shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion,
sex, age, or national origin in the performance of work under this Agreement.

c) Any violation of said statutes, ordinances, rules, regulations, and executive orders shall constitute a material breach of this Agreement and shall entitle the BOCC to terminate this Agreement immediately upon delivery of written notice to the MCSO.

8. **Taxes.** The BOCC is exempt from Federal, Excise, and State of Florida Sales Tax.

9. **Finance Charges.** The BOCC will not be responsible for any finance charges.

10. **Severability.** If any provision of this contract shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this contract, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

11. **Assignment.** The MCSO shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this contract or any estate created by this contract or any interest in any portion of the same, or permit any other person or persons, company, or corporation to perform services under this contract without first obtaining the written consent of the BOCC. In the event of such consent, this agreement shall be binding upon MCSO’s successors and assigns.

12. **Disclosure.** The MCSO shall be required to list any or all potential conflicts of interest, as defined by Florida Statues, Chapter 112, Part III and the Monroe County Ethics Ordinance. The MCSO shall disclose to the BOCC all actual or proposed conflicts of interest, financial or
otherwise, direct or indirect, involving any client’s interest which may constitute a conflict under said laws.

13. **Care of Property.** The MCSO shall be responsible to the BOCC for the safekeeping and proper use of the property entrusted to MCSO’s care, and to process all documents necessary to continue, without interruptions, any maintenance or service contracts relating to such equipment for its service life.

14. **Ethics Clause.** MCSO 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 BOCC officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision, the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former county officer or BOCC officer or employee.

15. **Termination.** Termination of this Agreement shall occur at the natural ending date, or earlier should either party determine that there has occurred any material breach of any covenants herein contained, or either party otherwise deems it in their best interest to terminate. Termination may be with or without cause, and shall require written notice to be given to the other party as follows:

a) In the event either party terminates for breach of contract, termination shall be effective at such time as the terminating party shall declare in its notice to terminate for cause, with a minimum of fourteen (14) days’ notice in writing required prior to effective termination.
b) In the event either party terminates without cause, the termination shall not take effect until at least sixty (60) days subsequent to written notice to the other party, and the effective date of termination shall be specified in said notice.

16. Full Agreement. This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representation, statement, promises or agreements not expressly set forth herein and in duly executed amendments under paragraph 4 hereof.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By ____________________________
Mayor

MONROE COUNTY SHERIFF’S OFFICE

By ____________________________
Sheriff Richard A. Ramsay

MONROE COUNTY ATTORNEY’S OFFICE

By ____________________________
Assistant County Attorney

APP’D TO FORM:

PATRICIA EABLES
Assistant County Attorney

DATE: 7-27-18

Page 6 of 6