

RESOLUTION NO. 01-2021

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT APPROVING AN INTERLOCAL AGREEMENT BETWEEN KEY LARGO WASTEWATER TREATMENT DISTRICT AND ISLAMORADA, VILLAGE OF ISLANDS FOR SHARING OF EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District (“KLWTD”) is an independent special district established in 2002 pursuant to 2002-337, Laws of Florida; and

WHEREAS, Islamorada, Village of Islands (the “Village”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, KLWTD and the Village own and operate central wastewater utilities within their respective jurisdictions and the parties previously entered into an Interlocal Agreement whereby KLWTD provides treatment and disposal of the Village’s effluent at the KLWTD’s treatment facility in Key Largo; and

WHEREAS, KLWTD and the Village own certain equipment and property that may be useful to the other entity’s wastewater operations in an emergency or other extraordinary circumstance; and

WHEREAS, the District and the Village have determined that the sharing of such equipment and property in emergencies or other extraordinary circumstances promotes the cost-effective and efficient use of public resources, which is in the best interests of both KLWTD and the Village; and

WHEREAS, pursuant to Chapter 163, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969” (“the Act”), KLWTD and the Village desire to enter into an Interlocal Agreement (the “Agreement”) establishing procedures for sharing equipment and property, and which defines legal relationships and responsibilities of KLWTD and the Village; and

WHEREAS, the Key Largo Wastewater Treatment District Board of Commissioners finds that approval of the Agreement, attached as Exhibit “A”) hereto, is in the best interests of KLWTD and its customers.

NOW, THEREFORE, BE IT RESOLVED BY THE KEY LARGO WASTEWATER TREATMENT DISTRICT BOARD OF COMMISSIONERS, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by reference.

- Section 2. Approval of Interlocal Agreement. Key Largo Wastewater Treatment District Board of Commissioners hereby approves the Interlocal Agreement with The Village of Islamorada set forth in the attached Exhibit "A", together with any non-material revisions approved as to form and legality by the KLWTD General Counsel.
- Section 3. Authorization of General Manager. The District's General Manager is hereby authorized to take all actions necessary to implement the terms and conditions of the Agreement and to take all necessary and expedient action to effectuate the intent of this Resolution.
- Section 4. Effective date. This Resolution shall take effect immediately upon adoption.

RESOLVED AND ADOPTED THIS 16<sup>th</sup> DAY OF MARCH 2021

The foregoing Resolution was offered by Commissioner Tobin, who moved its approval. The motion was seconded by Commissioner Heim, and being put to a vote, the result was, as follows:

|                       | AYE      | NAY   |
|-----------------------|----------|-------|
| Chairman Rodriguez    | <u>✓</u> | _____ |
| Commissioner Cullen   | <u>✓</u> | _____ |
| Commissioner Heim     | <u>✓</u> | _____ |
| Commissioner Thompson | <u>✓</u> | _____ |
| Commissioner Tobin    | <u>✓</u> | _____ |

The Chairman thereupon declared this Resolution duly passed and adopted the 16<sup>th</sup> day of March 2021.

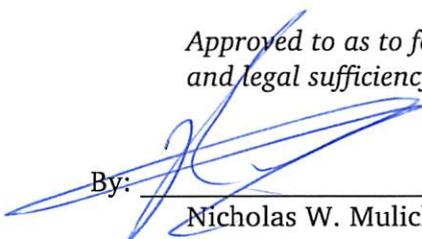
KEY LARGO WASTEWATER TREATMENT DISTRICT

By:   
 Nicolas Rodriguez, Chairman

ATTEST:

By:   
 Diane Bockelman, District Clerk

*Approved to as to form  
and legal sufficiency:*

By:   
 Nicholas W. Mulick, General Counsel

SEAL



**INTERLOCAL AGREEMENT  
BETWEEN  
ISLAMORADA, VILLAGE OF ISLANDS  
AND  
KEY LARGO WASTEWATER TREATMENT DISTRICT**

**THIS INTERLOCAL AGREEMENT** (“ILA” or “Agreement”) is made and entered into this 16 day of March 2021, by and between the following entities (collectively the “Parties”) to establish procedures for sharing of equipment and property, and to define the legal relationships and responsibilities of the Parties;

**Islamorada, Village of Islands** (“Village” or “Party”), a municipal corporation of the State of Florida, created in 1997 pursuant to Chapter 97-348, whose address is 86800 Overseas Highway, Islamorada, Florida; and

**Key Largo Wastewater Treatment District** (“District” or “Party”), an independent special district established in 2002 pursuant to 2002-337, Laws of Florida, whose address is 103355 Overseas Highway, Key Largo, Florida.

**WHEREAS**, each Party owns certain equipment and property that may be useful to the other Party in emergencies or other extraordinary circumstances; and

**WHEREAS**, the Parties have found that sharing of such equipment and property in emergencies or during other extraordinary circumstances promotes the cost-effective and efficient use of public resources, which is in the best interests of both the Village and the District; and

**WHEREAS**, the District as a governmental unit, is required by Chapter 274, F.S. to supervise and control its property, and by Fla. Admin. Code R. 69I-73.003 to maintain adequate records of property in its custody; and

**WHEREAS**, Chapter 163, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" ("the Act"), was enacted specifically 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 to 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"; and

**WHEREAS**, pursuant to the authority stated herein, the Parties desire to enter into an Agreement which establishes procedures for sharing equipment and property, and which defines legal relationships and responsibilities of the Parties.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

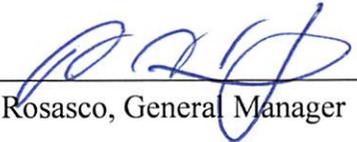
1. The foregoing recitals are incorporated herein by reference.
2. For the purposes of this Agreement, the Party supplying the equipment and/or property shall be designated as the "Provider" and the Party receiving the equipment and/or property shall be designated as the "User."
3. Equipment and/or property shall be provided to either Party upon reasonable request at mutually convenient times or locations. Provider retains the right to refuse to honor a request: (a) if the equipment or property is needed for other purposes; (b) if providing the equipment or property would be unduly inconvenient; or (c) if for any other reason, Provider determines in good faith that it is not in its best interest to provide a particular item at the requested time.
4. Upon taking custody of equipment and/or property, User shall execute and deliver to Provider a receipt that contains the information listed in Exhibit "A" attached hereto.
5. Upon Provider's request, User shall return equipment and/or property to Provider as expeditiously as possible.
6. User receiving the equipment shall take proper precaution in its operation, storage, and maintenance. Equipment shall be used only for its intended purpose.
7. User shall permit the equipment to be used only by properly trained, properly licensed, and supervised operators.
8. User shall be responsible for repairs to Provider's equipment necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items.
9. User shall not be responsible for scheduled preventive maintenance unless equipment hours used exceeds the preventive maintenance schedule periods and such scheduled preventative maintenance has been agreed to by Provider. User shall perform and document required written maintenance checks to Provider's equipment prior to and after use and shall provide

routine daily maintenance of equipment (i.e., fluid checks, lubricating, etc.) during the period in which the equipment is in User's possession.

10. Provider shall endeavor to provide equipment in good working order and to inform User of any information reasonably necessary for the proper operation of the equipment. The equipment is provided "as is," with no representations or warranties as to its condition or its fitness for a particular purpose. User shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use.
11. Each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. No Party shall be responsible or liable for consequential damages to another Party arising out of providing or using equipment or property under this Agreement.
12. Neither Party shall charge the other for use of the equipment by the other Party. However, in the event that Provider's equipment is lost or destroyed while in User's possession, User shall cover any and all costs associated with the replacement of the lost/damaged equipment.
13. Each Party shall bear the risk of its own actions, as it does with its day-to-day operations, and shall determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Party may enjoy.
14. The Parties acknowledge and agree that User is solely responsible for the proper utilization and operation of any equipment or property borrowed from Provider. User shall indemnify and hold Provider harmless from and against any and all liability, damages, judgments or claims of any nature by anyone whatsoever, including attorney's fees, incurred by Provider, arising out of or relating to the utilization or operation of any borrowed equipment or property.
15. This Agreement shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes.
16. This Agreement shall take effect upon adoption by the Board of Commissioners of the District and the Village Council.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in duplicate by their Authorized Officers and have affixed their corporate seals hereon.

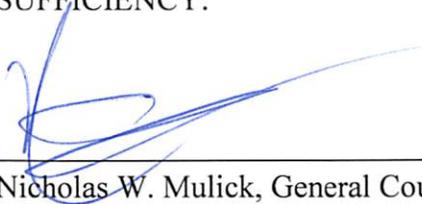
**KEY LARGO WASTEWATER  
TREATMENT DISTRICT**

By:   
Peter Rosasco, General Manager

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By:   
Diane Bockelman, District Clerk

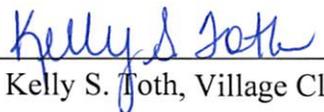
By:   
Nicholas W. Mulick, General Counsel

**ISLAMORADA, VILLAGE OF ISLANDS**

By:   
Maria T. Bassett, Acting Village Manager

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By:   
Kelly S. Toth, Village Clerk

By:   
Roget V. Bryan, Village Attorney

## **Exhibit “A”**

Upon taking custody of equipment and/or property, User shall execute and deliver to Provider a receipt containing (at a minimum) the following information:

- (a) Description of item or items borrowed.
- (b) Name of User responsible for the item(s).
- (c) Name, make, and/or manufacturer of item(s), if applicable.
- (d) Year and/or model of item(s), if applicable.
- (e) Manufacturer’s serial number of item(s), if any and if applicable.