

## **RESOLUTION NO. 21-02-20**

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

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

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

**WHEREAS**, the Village and District 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 Village and District 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 the Village and District; and

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

**WHEREAS**, the Village Council finds that approval of the Agreement, attached as Exhibit "A") hereto, is in the best interests of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

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

**Section 2.    Approval of Interlocal Agreement.** The Village Council hereby approves the Interlocal Agreement with the Key Largo Wastewater Treatment District as set forth in the attached Exhibit "A", together with any non-material revisions approved as to form and legality by the Village Attorney.

**Section 3.    Authorization of Village Officials.** The Acting Village Manager is hereby authorized to execute the Agreement, 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.

Motion to adopt by Mayor Joseph B. Pinder, second by Councilman Henry Rosenthal.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:**

Mayor Joseph B. Pinder III	YES
Vice Mayor Pete Bacheler	YES
Councilman Mark Gregg	YES
Councilman Henry Rosenthal	YES
Councilman David Webb	YES

**PASSED AND ADOPTED** this 25<sup>TH</sup> day of February, 2021.



JOSEPH B. PINDER III, MAYOR

ATTEST:



KELLY S. TOTH  
KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF  
ISLAMORADA, VILLAGE OF ISLANDS ONLY



ROGET V. BRYAN, VILLAGE ATTORNEY

**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.

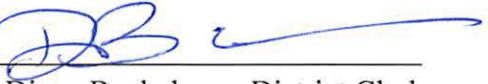
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in duplicate by their Authorized Officers and have affixed their corporate seals hereon.

**KEY LARGO WASTEWATER  
TREATMENT DISTRICT**

By: 

Peter Rosasco, General Manager

ATTEST:

By: 

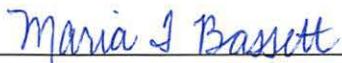
Diane Bockelman, District Clerk

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY: 

By: 

Nicholas W. Mulick, General Counsel

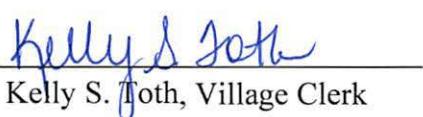
**ISLAMORADA, VILLAGE OF ISLANDS**

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.