

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: February 15, 2012

Division: Public Works

Bulk Item: Yes  No

Department: Facilities Maintenance

Staff Contact Person/Phone #: Dent Pierce 292-4560

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**AGENDA ITEM WORDING:** Approval of Agreement with Sheriff Robert Peryam to provide office space to the Monroe County Sheriff's Department at the Murray E. Nelson Government and Cultural Center in Key Largo, FL

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**ITEM BACKGROUND:** In 2009 the Sheriff requested use of County office space at the Murray E. Nelson Government and Cultural Center. The Sheriff is a Constitutional Officer servicing the entire County community. The Sheriff has requested continued use of the office space.

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**PREVIOUS RELEVANT BOCC ACTION:** At the March 18, 2009 BOCC meeting, April 21, 2010 BOCC meeting and again at the February 16, 2011 BOCC meeting, the BOCC approved a one-year agreement each year with the Monroe County Sheriff's Department for office space.

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**CONTRACT/AGREEMENT CHANGES:** New Agreement

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**STAFF RECOMMENDATIONS:** Approval

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**TOTAL COST:** maintenance/utility costs **INDIRECT COST:** N/A **BUDGETED:** Yes  No

**DIFFERENTIAL OF LOCAL PREFERENCE:** \_\_\_\_\_

**COST TO COUNTY:** same **SOURCE OF FUNDS:** \_\_\_\_\_

**REVENUE PRODUCING:** Yes  No  **AMOUNT PER MONTH** \_\_\_\_\_ **Year \$** \_\_\_\_\_

**APPROVED BY:** County Atty [Signature] OMB/Purchasing [Signature] Risk Management [Signature]

**DOCUMENTATION:** Included  Not Required

**DISPOSITION:** \_\_\_\_\_ **AGENDA ITEM #** \_\_\_\_\_



## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the Board of County Commissioners of Monroe County, Florida (hereinafter referred to as BOCC), whose address is 1100 Simonton St., Key West, Fl. 33040 and the Monroe County Sheriffs Office, (hereinafter referred to as MCSO), whose address is 5525 College Rd., 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 462 square feet of office space at the Murray E. Nelson Government and Cultural Center, located at 102050 Overseas Highway in Key Largo, Florida;

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 March 17, 2012 and terminating on March 16, 2013.
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

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 Statutes 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 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 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.

(SEAL)  
Attest: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

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

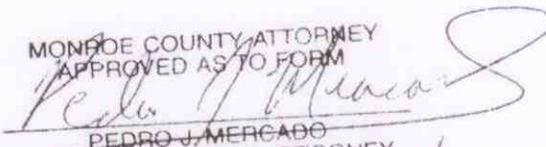
By \_\_\_\_\_  
Mayor

(SEAL)  
Attest:

MONROE COUNTY SHERIFFS OFFICE

By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Sheriff Robert Peryam

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM  
  
PEDRO J. MERCADO  
ASSISTANT COUNTY ATTORNEY  
Date 1/20/12