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DEPT. OF
TRANSPORTATION

A RESOLUTION APPROVING THE AMENDED CONTRACT WITH ANDERSON OUTDOOR ADVERTISING TO ALLOW UP TO SIX (6) ADDITIONAL BUS SHELTERS; EXTENDING CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution Number 92-283 and 94-318 the City of Key West awarded the bus shelter advertising to Anderson Outdoor Advertising (formerly known as Phoenix Shelter Advertising); and

WHEREAS, in response to a request by the Neighborhood Improvement Association (NIA) in conjunction with the City's Historic Preservation Planner, Anderson Outdoor Advertising (Anderson) has agreed to provide up to six (6) additional bus shelters in the Historic Preservation District; and

WHEREAS, the original Bus Shelter Agreement approved by Resolution Number 92-283 requires Commission approval for the placement of new or additional bus shelters; and

WHEREAS, Anderson requests the approval of the City Commission for placement of up to six (6) shelters;

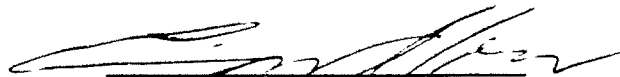
NOW THEREFORE, be it resolved that the Amended Agreement for bus shelter advertising be and is hereby approved and the City Manager is authorized to execute same on behalf of the City of Key West.

Section 1. This Resolution shall go into effect immediately upon its passage and

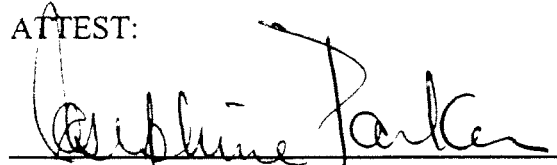
adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Read and passed at a regular meeting held this 21st day of November, 1995.

Authenticated by the presiding officer and Clerk of the Commission on November 27, 1995


DENNIS J. WARDLOW, MAYOR

ATTEST:


JOSEPHINE PARKER, CITY CLERK

Filed with the Clerk on November 27, 1995.

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**AGREEMENT FOR BUS SHELTER/ADVERTISING
BETWEEN THE CITY OF KEY WEST, AND
ANDERSON OUTDOOR ADVERTISING, INC.**

THIS AGREEMENT, made and entered into in duplicate this 27th day of Dec. 1995, by and between the CITY OF KEY WEST, a municipal corporation in Monroe County, Florida, hereinafter referred to as the City, Anderson Outdoor Advertising, Inc., 1104 Truman Avenue, Key West, Florida 33040, hereinafter referred to as Anderson.

WITNESSETH:

WHEREAS, the City solicited proposals for a program to administer a bus shelter advertising revenue program for City of Key West Port and Transit Authority; and

WHEREAS, Anderson was awarded the bid by the City Commission of the City of Key West by Resolution Number 92-238; and

WHEREAS, Anderson is a corporation organized under the laws of the State of Florida and licensed to do business in the State of Florida; and

WHEREAS, the City desires to supply residents with shelter from inclement weather at bus stops and Anderson proposes to supply said shelters at no cost to the City;

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

1. Anderson shall own and erect bus shelters, substantially as described and depicted on attached Exhibits "B" and "C", sites located on the public right-of-way within the City. Said sites shall be selected by both parties, and shall be located only at official bus stops. At all times during the term of this Agreement, the bus shelter structures shall remain the property of the Anderson and the land upon which the bus shelters are erected, shall remain as a public right-of-way. This Agreement shall not be construed to impose any obligation on the Anderson to maintain such land other than as necessary in erecting and maintaining the bus shelters. City shall remove and dispose of existing shelters at City's cost. Anderson shall have the right to utilize parts otherwise intended for disposal.

2. Anderson may sell and place advertising in the bus stop shelters, limited to two (2) display panels 48" x 72" per shelter. Advertising revenues shall be payable to the City as stated in paragraph number 7.

3. Anderson shall at its sole expense erect, install, light, clean, maintain, repair or replace in compliance with all applicable codes, these shelters at no cost to the City. General maintenance shall be performed bi-weekly and damage to the shelter, shall be repaired within seventy-two (72) hours of the time said damage is reported by the City to Anderson.

4. During the term hereof, Anderson agrees to indemnify and hold harmless City of Key West, its officers, agents, and employees against any and all claims losses, liabilities or expenditures of any kind, including but not limited to court costs, expenses, attorney's fees and sales tax, if any, accruing or resulting from any and all suits, claims, demands, or damages of any

character or persons, or corporations, or property, by virtue of the design, construction, and maintenance of the bus stop shelters.

5. Anderson shall provide, at its cost, a one million (\$1,000,000) dollar liability policy of insurance wherein the City is named as co-insured with licensed carriers acceptable to the City. Said policy shall state that it is not cancelable by the insurer or the Company without written notice to the City thirty (30) days prior to the effective date of said cancellation. Said insurance is a condition precedent to the erection or placement of any bus stop shelters. If the insurance protection mentioned herein lapses, this agreement shall immediately be void and have no further force and effect except for the continuing duty of the Anderson to comply with the provisions of paragraph 3 regarding indemnification. Anderson shall also, in the event the insurance protection lapses, immediately remove all shelters from the public right-of-way without notice from the City or at any cost to the City.

6. Anderson shall coordinate and integrate the bus stop shelters with the City, County and Florida Department of Transportation.

7. Anderson shall pay to the City an amount equal to ten (10) percent of gross revenues recognized by Anderson for placement of advertising. Said payments shall commence six (6) months from the execution of this contract. Thereafter payment by Anderson shall be made on a quarterly basis to the City, payable to the City of Key West, P.O. Box 1409, Key West, Florida 33041, Att: Revenue Department. Anderson shall supply City will an annual financial audit on a yearly basis, commencing with the first anniversary date of the execution of this contract. City understands that said audits will be prepared on a calendar year basis.

8. As specified in the bid documents the number of shelters may be increased from 21 subject to approval of the City Manager or his designee.

9. The term of this contract shall be for ten (10) years from the date of execution of this contract. This term may be extended for an additional ten (10) years upon agreement of both parties herein.

10. When space is available, Anderson shall allow City approved public service announcements to be placed in designated advertising spaces within the shelters. Any such public service announcement may be removed by Anderson in the event said advertising space becomes rented. Anderson shall give City five (5) days notice prior to removal. All expense associated with the preparation and installation of such public service announcements shall be paid by City.

11. City recognizes that Anderson is entitled to exclusive control of the placement of advertising on or about said shelter. City warrants that it will not permit or license any City controlled advertising within said shelters or to allow said advertising to obstruct the display in these shelters. Further, City will not license or cause to be placed any structure or fixture upon or inside the shelters without the written consent of Anderson.

12. City agrees to be responsible for ensuring that access to shelters and from shelters to bus loading platform complies with all of the requirements of the Americans with Disabilities Act. Anderson warrants that nothing in the design or construction of its shelter will be inconsistent with the Americans with Disability Act or prevent access by individuals with disabilities.

13. All notices and other communications under this Agreement shall be in writing and shall be delivered either personally, by telecopier or by certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

To the City of Key West: G. Felix Cooper, City Manager
P.O. Box 1409
Key West, Florida 33041

To the Company: Anderson Outdoor advertising, Inc.
1104 Truman Avenue
Key West, Florida 33040

All notices shall be deemed delivered at the time of hand delivery in the event of personal delivery, upon receipt of telecopier copy, or upon receipt or rejection of certified mail, in the event delivery is made by certified mail, either party may change its address for the purposes of receiving notice pursuant to this paragraph, providing such change is in writing, which shall not be effective until actually received by the recipient party.

14. In the event that either party has recourse to court action in order to enforce this Agreement, the prevailing party shall recover court costs, including attorney's fees on the trial or appellate level, from the non-prevailing party.

15. In the event either party shall fail to perform any of its obligations under this Agreement, the performing party shall give notice pursuant to paragraph thirteen (13) to the non-performing party, which notice shall state the nature of the violation. The non-performing party shall have thirty (30) days from the receipt of notice to cure such violation. In the event the non-performing party shall fail to cure its violation of this Agreement within the thirty (30) day period, the performing party shall have the option of terminating this Agreement by giving notice of termination to the non-performing party effective upon delivery of the notice. In the event the City shall terminate this Agreement pursuant to this paragraph, the City may order Anderson to remove its shelter/benches within thirty (30) days of termination at no cost to the City. In the event Anderson shall terminate this Agreement, Anderson may remove its shelters/benches within sixty (60) days of termination, and the cost of maintaining or removing any shelters/benches remaining subsequent to the sixty (60) day period shall be the sole responsibility of the City.

16. City and Anderson hereby acknowledge and agree that this contract is interpreted to mean that Anderson has an exclusive agreement with the City to provide bus stop shelters.

17. The bus stop shelters will be located only in public rights-of-way in the City of

Key West or on private property with permission of owner. Anderson agrees that it will coordinate with the appropriate governmental authority for individual sites located on sites not identified as City of Key West rights-of-way. City makes no warranties as to Anderson's ability to place or replace bus shelter on property other than that belonging to the City of Key West.

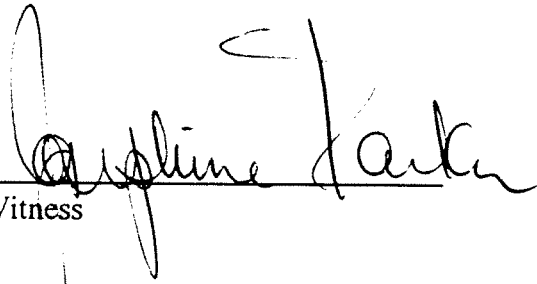
18. In the event that the Department of Transportation of the City of Key West is reorganized or becomes a contract function of private industry, City will require said department or contractor to honor the terms and conditions of this Agreement.

19. The parties agree that the Request for Proposals (Exhibit A), Anderson Bid Response (Exhibit B) with attachments are incorporated as part of this agreement. Where any conflict exists between an Exhibit and the Agreement, the Agreement will govern. Where conflict exists between the Exhibits, the Bid Response shall govern.

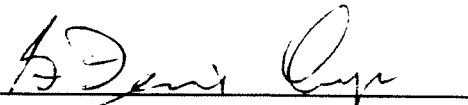
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date and year indicated below each of its names.

Signed, sealed and Delivered
in the Presence of:

CITY OF KEY WEST
P.O. BOX 1409
KEY WEST, FLORIDA 33041



Witness

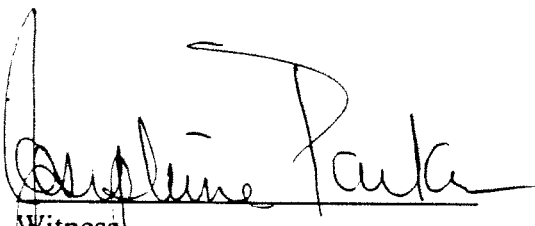


G. Felix Cooper
City Manager


Date: 12-27-95

Witness

Anderson Outdoor Advertising, Inc
1104 Truman Ave.
Key West, Florida 33040



Witness



John Anderson
President

Date: 12/13/95

Witness