

RESOLUTION NO. 01-169

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED AGREEMENT FOR TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE BETWEEN CITY ELECTRIC SYSTEM AND THE CITY; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached agreement between City Electric System and the City is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.


Passed and adopted by the City Commission at a meeting held this 19th day of June, 2001.

Authenticated by the presiding officer and Clerk of the Commission on June 19, 2001.

Filed with the Clerk June 19, 2001.


JIMMY WEEKLEY, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

AGREEMENT FOR TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE

THIS AGREEMENT is entered into this 26 day of June, 2001, by And between CITY of KEY WEST, a municipality of the State of Florida, whose address is 525 Angela, Key West, Fl 33040 [hereafter City], and CITY ELECTRIC SYSTEM, a governmental corporation created by a special act of the State legislature, whose address is 1001 James Street, Key West, Fl 33040 [hereafter CES].

WHEREAS, the City is responsible for maintaining certain traffic signals, street lights and lights for parks & recreation within the city limits of Key West, Florida; and any future traffic signals, street lights and parks & recreation that maybe added within the CES service area, and

WHEREAS, CES represents that it is professionally and technically capable of maintaining the CITY OF KEY WEST traffic signals, street lights and parks & recreation area lighting and any future traffic signals , street lights or parks & recreation that may be added desires to do so; now therefore.

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. a) CES shall, when requested by the City, maintain the traffic signals, street lights and parks & recreation located within the City limits. The traffic signals, street lights and parks & recreation area lighting that are to be maintained pursuant to this agreement are more particularly described in Exhibit A which is attached to this agreement and made a part of it. The maintenance services must be provided in a reasonable, prudent and timely manner.
b) The CITY shall pay CES \$100 per year for this maintenance service described in subparagraph 1a) in advance on or before January 1st of each year this agreement remains in effect.
2. CES agrees to furnish the parts and labor necessary to perform the maintenance services described in subparagraph 1a) at no additional cost beyond the price set forth in subparagraph 1b). Except, however, the CITY will reimburse CES its cost in purchasing and installation or replacement of Poles, Foundations, Cabinets, Controllers, Signals Heads, Conductors ,Conduit, Trenching , and any Computerized equipment and any additional equipment or material necessary to complete the request of the CITY. In order to be reimbursed CES must provide an invoice showing its cost in a format satisfactory to the Finance Director of the City of Key West.

3. a] CES's maintenance responsibilities under this agreement do not include any obligation to construct new facilities, or to assume any liability or responsibility for the control of traffic. Neither does CES have any responsibility for making decisions, judgments, or planning, regarding traffic safety, location of traffic signals, and street lights, the kinds and types of such devised purchased by the City, computer hardware and software to operate such equipment, or any other matters that lie within the duties and obligations of the City as a governmental entity to help protect the health safety, and welfare of the citizens of Monroe County and the traveling public. CES is responsible for compliance with standard traffic procedures required by the Florida Department of Transportation while performing the maintenance services required by subparagraph 1a]

b] Nothing in this agreement may be construed to reduce the obligation of the City to provide for the operation of the traffic signals and street lights and the parties specifically agree that CES, by entering into this Agreement, does not assume and is not obligated to assume any responsibility for the operation and control of the signals and lights.

4. The parties to this agreement stipulate that each is a governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims within the limitations or FS 768.28 and 440, arising out of the activities governed by this agreement.

Each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions to the extent authorized by FS 768.28

5. The initial term of this agreement is from January 1, 2001 until September 30, 2001 with automatic renewal on October 1, of each year after 2001 unless either party notifies the other in writing on or before July 1 of its intent not to renew the agreement as of October 1.
6. This is the entire agreement between the parties, superseding all prior oral or written agreements or negotiations, and no alteration or modification or amendment to this agreement shall be valid unless the same be reduced to writing and signed by the parties hereto.

7. This agreement shall be binding on the successors and assigns of the respective parties, and shall be construed in accordance with the laws of the State of Florida, and shall be interpreted without regard to the party or parties deemed to have drafted it.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and the year first above written.

[SEAL]
ATTEST:

CITY OF KEY WEST

CLERK
By Cheryl Smith
City Clerk

By Jimmy Webley
Mayor

[SEAL]
ATTEST:

CITY ELECTRIC SYSTEM

By Paul Coley
Title GEN. MANAGER

By Robert R. Peden
Title Utility Board Chairman


EXHIBIT A

TRAFFIC SIGNAL, STREET LIGHT and PARKS & RECREATION MAINTAINENCE

1. WHEREAS City Electric System agrees to maintaining the traffic signals, street lights and lights for parks & recreation within the city limits of the City of Key West. Subject to paragraph [2] Agreement for Traffic Signal and Street Light Maintenance.

2. WHEREAS City Electric System agrees to the maintenance of OLD FASHION LIGHTS, within the city limits of Key West subject to the following:
 - a. City of Key West maintenance crews check and replace blown bulbs as directed by local merchants/residents or a routine schedule developed by the City.
 - b. City of Key West maintenance crews maintain and repair any cosmetic problems with the fixtures i.e. painting, broken glass lens.
 - c. CES repair any defective electrical wiring or ballast. It shall be the responsibility of the City to notify CES of this type of problem.
 - d. City of Key West shall maintain adequate spare parts of ballast and bulbs.

3. WHERAS City Electric System agrees to maintain bulbs and ballast at PARK-N –RIDE, located at James and Caroline streets for “in-kind” services of the City of Key West maintenance and cleaning of the entire facility including that space assigned to CES.
 - a. City of Key West to purchase and provide all bulbs and ballast to City Electric System to maintain the entire garage area.
 - b. City of Key West to provide cleaning of the entire garage area including that occupied by City Electric System.



4. WHEREAS City Electric System agrees to include in the Traffic Signal and Street Light Maintenance agreement ,parks & recreation area lighting, the following present locations and any additional locations that the City of Key West may add.

- a. Bayview Park
- b. Willie Ward Park
- c. Kennedy Dr
- d. Key West High School
- e. Aids Memorial
- f. White St. Pier
- g. Simonton St. Beach
- h. Smather Beach
- i. Bill Butler Park
- j. Rest Beach
- k. Indigenous Park
- l. Little Hamaca Park
- m. Cozumel Park