

**TROPICAL STORM/HURRICANE PARKING AGREEMENT**

This **TROPICAL STORM/HURRICANE PARKING AGREEMENT** (“**Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Utility Board of the City of Key West, Florida (“**KEYS**”) and the City of Key West, Florida (the **CITY**) concerning use of the Park N Ride Facility owned by the City.

**RECITALS**

**WHEREAS**, **KEYS** (formerly d/b/a City Electric System) and the **CITY** entered into a **LEASE AGREEMENT** on the 13<sup>th</sup> of October 1993 for a period of 30 years commencing the 1<sup>st</sup> day of January, 1994 and ending on the 31<sup>st</sup> day of December 2023; and

**WHEREAS**, Said Lease Agreement provided **KEYS** with use of fifty (50) ground floor dedicated parking spaces for the sole use by **KEYS** employees free of charge; and

**WHEREAS**, Said Lease Agreement offers no provisions for parking **KEYS** owned vehicles nor **KEYS** employees’ personal vehicles during Tropical Storm or Hurricane events when the possibility of flooding exists; and

**WHEREAS**, the **CITY** and **KEYS** wish to protect the investment of public funds in **KEYS** owned vehicles.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Agreement, **KEYS** and the **City** agree as follows:

- 1. Permission to Park.** **CITY** agrees to provide **KEYS** with twenty-one (21) parking places in the upper floors of the Park N Ride in order to protect the vehicles from rising water. Said vehicles will be **KEYS** owned vehicles with “**City**” license plates and “**KEYS**” logos. Said vehicles will be SUVs, pickup trucks or cars. Parking will be provided at no cost to **KEYS**. Parking may commence when a Tropical Storm/Hurricane Watch is issued.
- 2. KEYS Responsibility.** **KEYS** will be responsible for parking all vehicles on the upper deck of the Park N Ride and removing all vehicles from the Park N Ride within twenty-four (24) hours after the storm has passed. **KEYS** will ensure that all trucks have been cleared of loose material in the beds. The vehicles will be secured and locked.
- 3. Use for Privately Owned Vehicles (POV’s).** **CITY** acknowledges that some **KEYS** personnel are required to work during a Tropical Storm/Hurricane Event. **CITY** will accommodate up to seven (7) POV’s at no cost for **KEYS** Employees who are working during the Event. **KEYS** will provide a list of names to the Parking Attendant when a Tropical Storm/Hurricane Watch is issued. **KEYS** acknowledges that the **CITY** may refuse these POV’s if other public, governmental vehicles need a place of refuge. Employees will park on the upper deck and will clear vehicle of any loose material in the beds.

The parties have signed this Agreement as of the Effective Date.

<b>CITY:</b>	<b>KEYS :</b>
City of Key West Florida	Keys Energy Services
By: _____	By: _____
Name: _____	Name: <u>Lynne E. Tejada</u>
Title: _____	Title: <u>General Manager &amp; CEO</u>
Date: _____	Date: _____