

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE" BETWEEN KEYS ENERGY SERVICES AND THE CITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 11-145, the City Commission approved an Interlocal Agreement between the City and Keys Energy Services (KEYS) for maintenance of street lights, traffic lights and recreation lights; and

WHEREAS, the parties desire to replace that agreement in part with a new agreement to specifically address traffic signals throughout the city limits of Key West; and

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

Section 1: That the attached "Agreement for Traffic Signal Maintenance" between Keys Energy Services and the City is hereby approved.

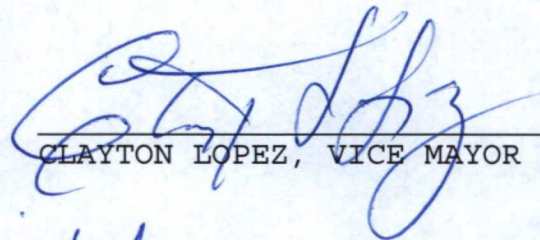
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this
20 day of January, 2016.

Authenticated by the Presiding Officer and Clerk of the Commission
on 21 day of January, 2016.


Filed with the Clerk on January 21, 2016.

Mayor Craig Cates	<u>Absent</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



CLAYTON LOPEZ, VICE MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041 (305) 809-3883

MEMORANDUM

TO: Jim Scholl, City Manager
FROM: Jim Bouquet, P.E., Director of Engineering
DATE: January 4, 2016
RE: Agreement for Traffic Signal Maintenance

ACTION STATEMENT:

Authorize the City Manager to execute the *Agreement for Traffic Signal Maintenance* between the City of Key West and Keys Energy Services.

BACKGROUND:

Under Resolution Nos. 01-169 and 11-145 Keys Energy Services (KEYS), acting through the Utility Board of the City of Key West (City), has historically provided certain repair and replacements services for traffic signals and cross-walk lights. The current agreement, titled *Agreement for Traffic Signal and Street Light Maintenance* dated June 1, 2011 (attached) covers both traffic signals and street lights. The proposed agreement is for traffic signal and cross-walk maintenance only (Schedule "A") and covers both City-owned traffic signals and signals owned by the Florida Department of Transportation (FDOT) that are the maintenance responsibility of the City (Schedule "B"). Refer to the attached *Traffic Signal Maintenance and Compensation Agreement* between FDOT and the City dated August 24, 2015.

A copy of the proposed *Agreement for Traffic Signal Maintenance* including Schedules "A" and "B" is attached.

A separate agreement for street lights has been prepared and will be presented to the City Commission for approval.

KEYS is professionally and technically capable of maintaining the CITY's existing traffic signals and cross-walk lights, as well as traffic signals and cross-walk lights that may be installed in the future.

PURPOSE AND JUSTIFICATION:

Traffic signals and cross-walk lights require periodic maintenance including inspections, repairs and timing adjustments. KEYS will provide repair and replacement

Key to the Caribbean - Average yearly temperature 77°

services for the facilities described in Schedule "A" in accordance with the proposed agreement.

This *Agreement for Traffic Signal Maintenance* will replace the traffic signal component of the current *Agreement for Traffic Signal and Street Light Maintenance* between the City and KEYS.

This *Agreement for Traffic Signal Maintenance* will support *A transportation system which is aesthetically attractive, functional, efficient, safe and environmentally sensitive* (Strategic Plan Infrastructure Goal #1) and *Long term sustainability of the City's hard assets* (Infrastructure Goal #4).

FINANCIAL ISSUES

KEYS will render an invoice on a quarterly basis for materials issued from inventory or purchased from vendors to maintain, repair, or replace the facilities in Schedule "A". Such invoice will include an itemized cost of materials using the average costing method of accounting for inventory or a copy of the vendor invoice. In addition, the City has entered into a maintenance and operations agreement with the FDOT that provides a level of reimbursement to the City for the maintenance, inventory, energy and liability associated with the FDOT traffic lights. For as long as the City receives reimbursement from FDOT, KEYS will be provided an annual stipend for its work on the FDOT traffic lights. The amount of the annual payment will be 50% of the annual reimbursement the City receives.

Funding for traffic signal maintenance was approved by the City Commission in the FY2016-2017 budget under account number 102-4102-541-4601.

RECOMMENDATION

Authorize the City Manager to execute the *Agreement for Traffic Signal Maintenance* between the City of Key West and Keys Energy Services.

AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE

THIS AGREEMENT is made this 27 day of January 2016, by and between Keys Energy Services, a government corporation created by a special act of the legislature of the State of Florida, herein called "KEYS", acting through the Utility Board of the City of Key West and the City of Key West, Florida, a municipal corporation, herein called "CITY".

WHEREAS, the CITY desires that KEYS provide certain repair and replacements services for traffic signals and cross-walk lights more specifically described in Schedule "A" attached hereto; and

WHEREAS, KEYS, at the request and direction of the CITY, is willing to provide such repair and replacement services; and

WHEREAS, KEYS represents that it is professionally and technically capable of maintaining the CITY's existing traffic signals and cross-walk lights, as well as traffic signals and cross-walk lights that may be installed in the future.

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

1. KEYS shall, at the request of the CITY, provide repair and replacement services for the facilities described in Schedule "A". Repair, replacement and inventory of facilities not listed in Schedule "A" will be the responsibility of the CITY. The CITY shall maintain responsibility for the foundations associated with mast arm structures and other foundation-mounted traffic control appurtenances. KEYS shall not be responsible for the maintenance, repair, or replacement of any part of mast arm structures.
2. KEYS will maintain an adequate inventory of materials, equipment, and replacement parts to repair the facilities as described in Schedule "A". KEYS will render an invoice on a quarterly basis for materials issued from inventory or purchased from vendors to maintain, repair, or replace the facilities in Schedule "A". Such invoice will include an itemized cost of materials using the average costing method of accounting for inventory or a copy of the vendor invoice.
3. The City has entered into a maintenance and operations agreement with the Florida Department of Transportation (FDOT) that provides a level of reimbursement to the City for the maintenance, inventory, energy and liability associated with the FDOT traffic lights. For as long as the City receives reimbursement from FDOT, KEYS will be provided an annual stipend for its work on the FDOT traffic lights. The amount of the annual payment will be 50% of the annual reimbursement the City receives. The City will send KEYS a schedule of the anticipated reimbursement no later than July 15th of each year. KEYS will use this schedule as the basis for an invoice to the City and will render same by August 1st. The payment terms will be 30 days. The CITY will pay invoice pursuant to the Local Government Prompt Payment Act FS 218.70.

4. In addition to repair and replacement services, KEYS will, when requested by the CITY, perform final connections for facilities at no additional cost.
5. Recognizing that the amount of the annual payment in Paragraph 3 does not cover the actual cost KEYS will expend in fulfilling its obligations for FDOT traffic lights nor does it cover any of the costs associated with non FDOT signals, labor associated with such repairs and replacements will be considered as an "in-kind service" at no cost to the City other than monthly energy and monthly charge pursuant to the appropriate billing tariff approved by the Utility Board and filed with the Public Service Commission or the energy billed at the 210 rate for those lights that are metered.
6. The CITY currently has a maintenance and operations agreement with the Florida Department of Transportation (FDOT). FDOT Traffic signals and pedestrian crossings under such an agreement are listed in Schedule B. The City reserves the right to amend Schedule B upon modification or termination of its agreement with FDOT.
7. For repairs and/or replacement of infrastructure as a result of 3rd party damage, KEYS will invoice the CITY for actual labor, material and transportation costs, along with applicable overhead rates.
8. For repairs and/or replacements of infrastructure resulting from a natural disaster such as a tropical storm and/or flood damage, KEYS will remove any roadway obstruction at these locations and coordinate the restoration and repair of infrastructure using a traffic signal contractor whom has a pre-storm season contract with KEYS. KEYS will invoice the CITY for actual direct labor, material and transportation costs, subject to an overhead rate of 65 percent. Sub-contractual costs associated with this restoration will be invoiced to the City at cost without mark-up. During this restoration KEYS is not responsible for costs associated with traffic control assistance from law enforcement officers and will submit any applicable invoices to the CITY for payment of this service.
9. In consideration for the "in-kind services" provided by KEYS referred to herein above, CITY herein expressly agrees to repair any damage to sidewalks within City limits resulting from KEYS repairing or replacing poles for replacement projects involving less than ten poles. When KEYS cuts or otherwise disturbs the sidewalk, KEYS shall cover or fill hole with temporary materials and immediately notify CITY's Community Services Department that a permanent repair needs to be scheduled. When KEYS issues a contract to replace 10 poles or more within a 12 month period within the City of Key West, KEYS shall contract with qualified contractors for replacement of sidewalk and will build the replacement to CITY standards. With regard to CITY's obligation referred to in this paragraph, and to the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, KEYS, to the extent of the CITY'S potential liability pursuant to Section 768.28, Florida Statutes, does hereby agree to defend, indemnify and hold CITY, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable

attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of KEYS in connection with this Agreement. Nothing herein is intended to waive the sovereign immunity afforded to KEYS pursuant to Florida law, including section 768.28, Florida Statutes. Nothing herein is intended to waive or restrict the rights of KEYS or CITY against each other related to obligations arising from this agreement.

10. To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the CITY, to the extent of KEYS' potential liability pursuant to Section 768.28, Florida Statutes, does hereby agree to defend, indemnify and hold KEYS, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses arising from the negligent acts or omissions of the CITY in connection with this Agreement. Nothing herein is intended to waive the sovereign immunity afforded to CITY pursuant to Florida law, including section 768.28, Florida Statutes. Nothing herein is intended to waive the sovereign immunity afforded to KEYS pursuant to Florida law, including section 768.28, Florida Statutes.

11. CITY specifically agrees herein to provide to KEYS the proposed construction drawings for new lighting to be installed by the CITY for KEYS' input and preapproval for meter location and connection point. Once project is completed the CITY must provide final "as-built" drawing prior to KEYS final connection of traffic signals and cross-walk lights. Notwithstanding the above, KEYS has no obligation to perform a final connection to any of the above stated equipment unless and until such time as drawings are provided and deemed acceptable to KEYS.

12. KEYS and CITY agree that any requests for construction and/or maintenance of any lights that are not a facility listed in Schedule "A" will require a separate agreement and or a revision to this agreement.

13. No additional facilities may be added to the scope of this Agreement without KEYS' prior written approval, and if such approval is granted, such additional facilities shall be identified as to location, kind and type in a written schedule to be attached to Schedule "A" and dated and signed by both parties

14. KEYS responsibilities under this agreement do not include any obligation to construct new facilities, to monitor or inspect the facilities or to assume liability or responsibility for the control of traffic. Neither does KEYS have any responsibility for making decisions, judgments, or planning, regarding traffic safety, location of traffic signals and cross-walk lights, the kinds and types of such devices 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 the City of Key West and the traveling public.

15. KEYS shall provide the repair and replacement services when requested in a reasonable, prudent, and timely manner and with due regard to the fact that the CITY, and not KEYS, has exercised its judgment in the purchase of the facilities. By undertaking the repair and replacement services hereunder KEYS shall not be deemed to have made any assessment, determination or inspection of the facilities, nor shall KEYS

be deemed to have approved of the adequacy, sufficiency or appropriateness of the facilities for any purpose, including, but not limited to, safety, security and level of illumination.

16. The responsibility and obligation to provide for the monitoring, inspection and operation of the facilities lies with the CITY and the parties specifically agree that KEYS, by entering into this Agreement, shall neither assume nor be obligated to assume into this any responsibility for the monitoring, inspection, operations and control of the facilities. The CITY shall have the duty to notify KEYS, as hereinafter provided, of the necessity for any repair or replacement services.

17. The parties of 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 of the activities governed by this agreement.

18. The term of this agreement shall commence on the 27 day of January, 2016 with automatic renewals for periods of 1 year each upon the same terms and conditions unless either party notifies the other in writing no less than 60 days before the expiration of any renewal period of its intent not to renew the agreement.

19. This is the entire agreement between the parties, superseding all prior oral or written agreement or negotiations, and no alterations or modifications or amendments to this agreement shall be valid unless the same be reduced to writing and signed by the parties hereto. 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 party or parties deemed to have drafted it.

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

UTILITY BOARD OF THE CITY OF KEY WEST

By 
Lynne Tejeda, KEYS General Manager/ CEO

[SEAL]
ATTEST


By 
Edee Delph, KEYS Executive Asst.

CITY OF KEY WEST

[SEAL]
ATTEST



By 
Cheryl Smith, City Clerk

By 
Craig Cates, Mayor

Schedule "A" - Traffic Signals

<i>Covered</i>						
<u>TYPE</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>ENERGY CHARGE OR APPLICABLE TARIFF</u>	<u>WHO MAINTAINS INVENTORY</u>	<u>WHO PAYS FOR INVENTORY</u>	<u>WHO MAINTAINS EXTERIOR OF CABINET</u>
Traffic Lights	Traffic lights at City Intersections.	Throughout City limits. Refer to attached list of traffic lights within the City limits mutually agreed upon between the CITY and KEYS.	Based on consumption estimate at 210 rate.	KEYS	CITY – billed at the weighted inventory carrying cost – which is based on the weighted average method when issued from stock.	CITY

 Lynne Tejada (date)
 General Manager
 Keys Energy Services

 Jim Scholl (date)
 City Manager
 City of Key West

**SCHEDULE A ATTACHMENT
KEY WEST SIGNAL CONTROLLED INTERSECTION SUMMARY**

INTERSECTION		INTERSECTION		INTERSECTION	
STREET	STREET	STREET	STREET	STREET	STREET
DUCK AVE.	FOURTEENTH ST.	SIMONTON ST.	CAROLINE ST.	DUVAL ST.	OLIVIA
DUVAL ST.	ANGELA	SIMONTON ST.	EATON ST.	DUVAL ST.	UNITED ST.
DUVAL ST.	CAROLINE ST.	SIMONTON ST.	FLEMING ST.	FIRST ST.	FOGARTY
DUVAL ST.	EATON ST.	SIMONTON ST.	SOUTH ST.	GRINNELL ST.	CATHERINE ST.
DUVAL ST.	FLEMING ST.	SIMONTON ST.	SOUTHARD	GRINNELL ST.	SOUTH ST.
DUVAL ST.	FRONT ST.	SIMONTON ST.	TRUMAN AVE.	GRINNELL ST.	VIRGINIA
DUVAL ST.	GREENE ST.	SIMONTON ST.	UNITED ST.	HARRIS	SEVENTH ST.
DUVAL ST.	SOUTHARD	SOUTH ST.	REYNOLDS	JULIA	THOMAS
DUVAL ST.	TRUMAN AVE.	THOMAS	PETRONIA	N. ROOSEVELT	FIRE DEPARTMENT
FLAGLER AVE.	FIFTH ST.	TRUMAN AVE.	EISENHOWER	OLIVIA	FLORIDA
FLAGLER AVE.	FIRST ST.	TRUMAN AVE.	FLORIDA	OLIVIA	THOMAS
FLAGLER AVE.	KENNEDY DRIVE	TRUMAN AVE.	THOMAS	OLIVIA	WINDSOR LANE
FLAGLER AVE.	SOUTH ROOSEVELT	TRUMAN AVE.	WINDSOR LANE	SIMONTON ST.	OLIVIA
FOOTBALL FIELD	KENNEDY DRIVE	US 1	COLLEGE ROAD	SOUTHARD	FRANCES
GRINNELL ST.	EATON ST.	US 1	N. ROOSEVELT	THOMAS	AMELIA
GRINNELL ST.	FLEMING ST.	WHITE ST.	EATON ST.	THOMPSON ISLAND	SOUTH ROOSEVELT
N. ROOSEVELT	FIFTH ST.	WHITE ST.	FLAGLER AVE.	TRUMAN AVE.	ST. MARYS
N. ROOSEVELT	FIRST ST.	WHITE ST.	SOUTHARD	TRUMBO	EATON ST.
N. ROOSEVELT	KENNEDY DRIVE	WHITE ST.	TRUMAN AVE.	US 1	COW KEY BRIDGE
N. ROOSEVELT	OVERSEAS MKT.	WHITE ST.	UNITED ST.	WHITE ST.	VON PHISTER
N. ROOSEVELT	SEARSTOWN (PUBLIX)	WHITE ST.	VIRGINIA	WHITE ST.	ATLANTIC BLVD
NORTHSIDE	FOURTEENTH ST.	WHITEHEAD ST.	FLEMING ST.		
NORTHSIDE	KENNEDY DRIVE	WHITEHEAD ST.	SOUTHARD		
PALM AVE.	TRUMBO POINT	WHITEHEAD ST.	TRUMAN AVE.		
SENIOR CITIZEN	KENNEDY DRIVE	CATHERINE ST.	VARELA		

SCHEDULE B

FLORIDA DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNAL INTERSECTIONS AND TRAFFIC CONTROL BEACONS

Intersection Locations

- US-1 Whitehead Street at Fleming Street
- US-1 Whitehead Street at Southard Street
- US-1 Whitehead Street at Truman Avenue
- US-1 Truman Avenue at Duval Street
- US-1 Truman Avenue at Simonton Street
- US-1 Truman Avenue at Windsor Lane
- US-1 Truman Avenue at White Street
- US-1 Truman Avenue at Florida Street (pedestrian crossing)
- US-1 Truman Avenue at Eisenhower Drive and Jose Marti Drive
- US-1 N. Roosevelt Blvd. at Fire Station (emergency signal)
- US-1 N. Roosevelt Blvd. at Palm Avenue
- US-1 N. Roosevelt Blvd. at MacMillan Street/5th Street
- US-1 N. Roosevelt Blvd. at Overseas Market
- US-1 N. Roosevelt Blvd. at Kennedy Drive
- US-1 N. Roosevelt Blvd. at Searstown
- US-1 N. Roosevelt Blvd. at S. Roosevelt Blvd.
- US-1 US-1/Overseas Hwy. at College Road

RESOLUTION NO. 11-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY OF KEY WEST AND THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA (KEYS ENERGY SERVICES) FOR MAINTENANCE OF ESSENTIAL LIGHTING INFRASTRUCTURE; 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 Interlocal Agreement between the City of Key West and the Utility Board of the City of Key West (Keys Energy Services) is hereby approved; and the City Manager is hereby authorized to execute the Maintenance Agreement on behalf of the City.

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 17 day of May, 2011.

Authenticated by the Presiding Officer and Clerk of the Commission on 18 day of May, 2011.

Filed with the Clerk on May 18, 2011


CRAIG CAPES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

AGREEMENT FOR TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE

THIS AGREEMENT is made this 1 day of June, 2011, by and between Keys Energy Services, a government corporation created by a special act of the legislature of the State of Florida, herein called "KEYS", acting through the Utility Board of the City of Key West and the City of Key West, Florida, a municipal corporation, herein called "CITY".

WHEREAS, the CITY desires that KEYS provide certain repair and replacements services for lights including traffic signals, street lights and parks and recreation area lights more specifically described in Schedule "A" attached hereto; and

WHEREAS, KEYS, at the request and direction of the CITY, is willing to provide such repair and replacement services; and

WHEREAS, KEYS represents that it is professionally and technically capable of maintaining the CITY's existing traffic signals, street lights, parks and recreation area lights, as well as traffic signals, street lights, and parks and recreation area that may be installed in the future.

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

1. KEYS shall, at the request of the CITY, provide repair and replacement services for the facilities described in Schedule "A". Facilities not listed as "covered" in Schedule "A" will require metering built by the CITY and will be charged for actual energy consumed at the 210 rate. Repair, replacement and inventory of facilities not listed in Schedule "A" will be the responsibility of the CITY.
2. CITY will maintain an adequate inventory of materials, equipment, and replacement parts to repair the facilities as described in Schedule "A".
3. In addition to repair and replacement services, KEYS will, when requested by the CITY, perform final connections for facilities at no additional cost.
4. Such repairs and replacements will be considered as an "in-kind service" at no cost to the City other than monthly energy and monthly charge pursuant to the appropriate billing tariff approved by the Utility Board and filed with the Public Service Commission or the energy billed at the 210 rate for those lights that are metered. Additionally, costs associated with inventory will be charged as defined in Schedule "A". In the event the CITY enters into a maintenance and operations agreement with the Florida Department of Transportation that provides reimbursement to the CITY, the City Manager representing the CITY and the General Manager representing KEYS will determine KEYS "fair share" of reimbursement for said repairs and replacements.
5. To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the CITY, to the extent of KEYS' potential

liability pursuant to Section 768.28, Florida Statutes, does hereby agree to defend, indemnify and hold KEYS, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the CITY in connection with this Agreement. Nothing herein is intended to waive the sovereign immunity afforded to CITY pursuant to Florida law, including section 768.28, Florida Statutes. Nothing herein is intended to waive or restrict the rights of KEYS or CITY against each other related to obligations arising under this agreement.

6. In consideration for the "in-kind services" provided by KEYS referred to herein above, CITY herein expressly agrees to repair any damage to sidewalks within City limits resulting from KEYS repairing or replacing electrical poles for replacement projects involving less than ten poles. KEYS herein expressly agrees to repair any damage to sidewalks within City limits for replacement projects involving ten or more poles. When KEYS cuts or otherwise disturbs the sidewalk, KEYS shall cover or fill holes with temporary materials and immediately notify CITY's Public Works Department that a permanent repair needs to be scheduled. Where KEYS issues a contract to replace 10 poles or more in a 12 month period within the City of Key West, KEYS shall contract and with qualified contractors for the replacement of sidewalk and will build the replacement sidewalks to City standards. With regard to KEYS's obligation referred to in this paragraph, and to the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, KEYS, to the extent of the CITY'S potential liability pursuant to Section 768.28, Florida Statutes, does hereby agree to defend, indemnify and hold CITY, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of KEYS in connection with this Agreement. Nothing herein is intended to waive the sovereign immunity afforded to KEYS pursuant to Florida law, including section 768.28, Florida Statutes. Nothing herein is intended to waive or restrict the rights of KEYS or CITY against each other related to obligations arising under this agreement.

7. CITY specifically agrees herein to provide to KEYS the proposed construction drawings for new lighting to be installed by the CITY for KEYS' input and preapproval for meter location and connection point. Once project is completed the CITY must provide final "as-built" drawing prior to KEYS final connection of traffic signals, street lights, and parks & recreational lights. Notwithstanding the above, KEYS has not obligation to perform a final connection to any of the above stated equipment unless and until such time as drawings are provided and deemed acceptable to KEYS.

8. KEYS and CITY agree that any requests for construction and/or maintenance of any lights that are not a facility listed in Schedule "A" will require a separate agreement and or a revision to this agreement.

9. In the event an individual or entity requests shading of a City light, KEYS shall shade the light only after the CITY provides written authorization to KEYS for such alteration and the individual or entity requesting said alteration pays actual costs associated with shading the light.

10. No additional facilities may be added to the scope of this Agreement without KEYS' prior written approval, and if such approval is granted, such additional facilities shall be identified as to location, kind and type in a written schedule to be attached to Schedule "A" and dated and signed by both parties. Facilities not listed as "covered" in Schedule "A" will require metering built by the CITY and will be charged for actual energy consumed at the 210 rate. Repair, replacement and inventory will be the responsibility of the CITY.

11. KEYS responsibilities under this agreement do not include any obligation to construct new facilities, to monitor or inspect the facilities or to assume liability or responsibility for the control of traffic. Neither does KEYS 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 devices 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 the City of Key West and the traveling public.

12. KEYS shall provide the repair and replacement services when requested in a reasonable, prudent, and timely manner and with due regard to the fact that the CITY, and not KEYS, has exercised its judgment in the purchase of the facilities. By undertaking the repair and replacement services hereunder KEYS shall not be deemed to have made any assessment, determination or inspection of the facilities, nor shall KEYS be deemed to have approved of the adequacy, sufficiency or appropriateness of the facilities for any purpose, including, but not limited to, safety, security and level of illumination.

* 13. The responsibility and obligation to provide for the monitoring, inspection and operation of the facilities lies with the CITY and the parties specifically agree that KEYS, by entering into this Agreement, shall neither assume nor be obligated to assume into this any responsibility for the monitoring, inspection, operations and control of the facilities. The CITY shall have the duty to notify KEYS, as hereinafter provided, of the necessity for any repair or replacement services.

14. The parties of 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-insure, in amounts adequate to respond to any of the activities governed by this agreement.

15. The term of this agreement shall commence on the 1 day of June, 2014, and extend to the 30 day of September, 2014 with automatic one year renewals upon the same terms and conditions unless either party notifies the other in writing on or

before the 1st day of July of its intent not to renew the agreement as of October

16. This is the entire agreement between the parties, superseding all prior oral or written agreement or negotiations, and no alterations or modifications or amendments to this agreement shall be valid unless the same be reduced to writing and signed by the parties hereto. 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 party or parties deemed to have drafted it.

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

UTILITY BOARD OF THE CITY OF KEY WEST

By Lou Hernandez
Lou Hernandez, _____

Lynne Tejada
SECRETARY: Lynne Tejada

[SEAL]

[SEAL]
ATTEST

By Carol Smith
City Clerk

CITY OF KEY WEST

By Craig Cates
Craig Cates, Mayor

Schedule "A"

Cover

TYPE	DESCRIPTION	LOCATION	ENERGY CHARGE OR APPLICABLE TARIFF	WHO MAINTAINS INVENTORY	WHO PAYS FOR INVENTORY
Traffic Lights - City	Traffic Lights at City Intersections	Throughout City Limits	Based on consumption estimate at 210 rate	KEYS	CITY - billed at actual costs
Street Lights	Lights used to illuminate sidewalks and streets that are in the electrical zone of a power pole	Throughout City Limits	S-1	KEYS	KEYS - included within tariff
Recreational Lights	Lights at City parks or sport complexes	City Owned Parks	S-2	CITY	CITY
DOT Street Lights	Lights that are designed and installed by the DOT and turned over to the City	"Triangle" North Roosevelt Blvd.	Metered using 210 rate	CITY	CITY
Park N Ride*	Overhead Light Fixtures	Park N Ride at James and Grinnel streets	Metered using 210 rate	CITY	CITY

*KEYS will provide labor associated with maintaining the bulbs and ballasts in exchange for the CITY providing maintenance and cleaning of the Park N Ride Facility including the space assigned to KEYS

Not Covered

Old Fashioned Street Lights	Old Fashioned Lights with estimated height of 12 - 20 feet	Duval/Whitehead/Truman/Green/Petronia/Front Streets Mallory Square Bayview Park White Street Pier AIDS Memorial Willie Ward Park Conch Harbor Ferry Terminal	N/A	N/A	N/A
-----------------------------	--	---	-----	-----	-----

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 of 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 Kelly
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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

760-010-22
TRAFFIC OPERATIONS
04/16
Page 1 of 5

CONTRACT NO. ARU46
FINANCIAL PROJECT NO. 405576-1-88-01
F.E.I.D. NO. _____

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this 24th day of August 2015 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and CITY OF KEY WEST, Florida, 3140 FLAGLER AVE, KEY WEST, FLORIDA 33040 ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under Resolution 15-224 to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locate, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.
8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
 - a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC OPERATIONS
04/16
Page 3 of 5

provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainer or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
11. Payment will be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the letter of the date the invoice is received or the goods or services are received, inspected and approved.
15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-883-5236.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC OPERATIONS
04/15
Page 4 of 5

available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.
 - b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

760-010-22
TRAFFIC OPERATIONS
04/16
Page 5 of 6

- c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.
 - d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.
25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.
27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.
28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
33. The Maintaining Agency shall:
- a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
34. Exhibits A, B, and C are attached and incorporated by reference.
35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

_____, Florida
(Maintaining Agency)
By _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC OPERATIONS
04/15
Page 6 of 6

(Authorized Signature)

DM Rivera

(Authorized Signature)

Print/Type Name: *J. S. Bell*

Print/Type Name: DEBORA M. RIVERA

Title: City Manager

Title: DIRECTOR

Attest: *Luan P. Harrison*

Legal Review: *[Signature]*

Attorney: _____

Date: July 8, 2015

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 2015-2016

Effective Date: July 1, 2015 To: June 30, 2016

Intersection Locations	Traffic Signal (TS)	Traffic Signal Interconnected & Monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Displays (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
{US-1} Whitehead St. at Fleming St.	1									3,040
{US-1} Whitehead St. at Southard St.	1									3,040
{US-1} Whitehead St. at Truman Ave.	1									3,040
{US-1} Truman Ave. at Duval St.	1									3,040
{US-1} Truman Ave. at Simonton St.	1									3,040
{US-1} Truman Ave. at Windsor Lane	1									3,040
{US-1} Truman Ave. at White St.	1									3,040
{US-1} Truman Ave. at Florida St.	1									3,040
{US-1} Truman Ave. at Eisenhower Drive and Jose Marti Drive	1									3,040
{US-1} N. Roosevelt Blvd. at Fire Station Emergency Fire Department Signal (FDS)					1					1,064
{US-1} N. Roosevelt Blvd. at Palm Ave.	1									3,040
{US-1} N. Roosevelt Blvd. at MacMillan St./5th St.	1									3,040
{US-1} N. Roosevelt Blvd. at Overseas Market	1									3,040
{US-1} N. Roosevelt Blvd. at Kennedy Drive	1									3,040
{US-1} N. Roosevelt Blvd. at Searstown	1									3,040
{US-1} N. Roosevelt Blvd. at S. Roosevelt Blvd. (the "Triangle")	1									3,040
{US-1} US-1/Overseas Hwy. at College Rd.	1									3,040
{US-1} N. Roosevelt Blvd. at the Former Radisson (3820 NRB)				1						608
{US-1} N. Roosevelt Blvd. at Key Plaza (2900 NRB)				1						608
{US-1} N. Roosevelt Blvd. at 3rd St. (2000 NRB)				1						608

* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

Total Lump Sum Amount*	51,528
-------------------------------	---------------

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of **\$51,528.00**.

[Signature]
Maintaining Agency- City of Key West

20 JULY 2015
Date

[Signature]
District Traffic Operations Engineer

8/24/15
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

730-010-22
 TRAFFIC OPERATIONS
 04/15
 Exhibit B Page 1 of 1

**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: Includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-02
TRAFFIC OPERATIONS
04/16
Exhibit C Page 1 of 1

each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps