

RESOLUTION NO. 11-122

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED LICENSE AGREEMENT BETWEEN THE CITY AND THE HOUSING AUTHORITY OF THE CITY OF KEY WEST FOR THE USE OF A PORTION OF FORT STREET AND AMELIA STREET; PROVIDING FOR AN EFFECTIVE DATE.

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

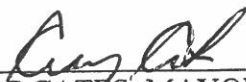
Section 1: That the attached Fort Street License Agreement between the City and the Housing Authority is hereby approved; and the City Manager is hereby authorized to execute the License Agreement on behalf of the City.

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.

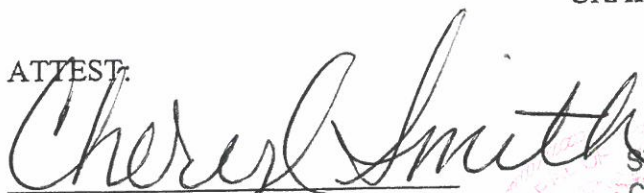
Passed and adopted by the City Commission at a meeting held this 3rd day of May, 2011.

Authenticated by the Presiding Officer and Clerk of the Commission on 4th day of May, 2011.

Filed with the Clerk on May 4, 2011

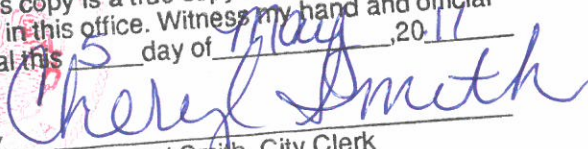
  
CRAIG CATES, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK

STATE OF FLORIDA, COUNTY OF MONROE,  
CITY OF KEY WEST

This copy is a true copy of the public record on file in this office. Witness my hand and official seal this 5 day of May, 2011

By   
Cheryl Smith, City Clerk

## **LICENSE AGREEMENT**

THIS AGREEMENT is entered into this 3rd day of May 2011, between the City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter, "City") and the Housing Authority of the City of Key West, Florida (hereinafter, "Licensee").

### **WITNESSED**

Licensee wishes to use a portion of Fort Street and Amelia Street in order to direct traffic flow and restrict access to the Fort Village Public Housing Development for public safety purposes.

City is willing to grant a license on a temporary basis to Licensee for such use, subject to stated terms and conditions.

City and Licensee desire a written agreement between them providing terms of the license.

**NOW, THEREFORE**, in mutual consideration of the benefits accruing to the parties through performance of the terms of this Agreement, City and Licensee agree as follows:

### **LICENSED PREMISES**

Subject to the terms and conditions hereof, City hereby grants a license of use to Licensee of its interest, if any, in a certain portion of the Fort Street and Amelia Street right-of-way (hereinafter "Licensed Premises") being more particularly described as follows:

Beginning at a point at the Southeast corner of the intersection of Fort Street and Truman Avenue and proceeding South 583'1" to a point at the Northeast corner of the intersection of Fort Street and Amelia Street; thence East 292' to a point at the Northwest corner of the intersection of Amelia Street and Emma Street; thence South 30' to a point at the Southwest corner of said intersection; thence West 322' to a point at the Southwest corner of the intersection of Fort Street and Amelia Street; thence North 613'1" to a point at the Southwest corner of the intersection of Fort Street and Truman Avenue; thence East 30' to the point of beginning.

## **LICENSE TERM**

City grants this license to Licensee for a period of three calendar years, commencing on the date first above written, unless sooner terminated as herein described.

## **LICENSED USE**

Licensee agrees to use the Licensed Premises only for traffic purposes (hereinafter "Licensed Use") and strictly as shown in Exhibit A.

## **TERMINATION**

Either Party may terminate this Agreement at its discretion upon 90 days written notice.

In the event of City's termination of this Agreement as above provided, Licensee at its request shall be afforded a hearing before the City Commission, and shall be allowed to present argument in opposition to such termination.

Upon termination of this Agreement as above provided, or upon its expiration without City's election, in City's absolute discretion, to renew the terms hereof, Licensee shall cease the Licensee's activity.

## **SCOPE OF AGREEMENT**

This Agreement is non-renewable and non-transferable. The City does not represent or warrant that it owns the subject property, and grants in this Agreement only such license interest, as it does in fact possess. This Agreement creates no ownership or possessor rights in Licensee other than as set forth herein.

## **CONDITION OF LICENSES PREMISES**

Licensee agrees that it will not use, and will not permit any person to use, the Licensed Premises in any manner likely to injure the value of the property and will not use it for any purposes except as herein expressly provided. Licensee agrees that at the end of the License Term, the property shall be in good, safe and secure condition.

## INDEMNITY

Licensee agrees to indemnify, defend and hold harmless City, its officers, employees and agents from all actions, claims, penalties, and judgments for damages at law or equity of any nature whatsoever arising, or alleged to arise, out of (i) the act of City in granting this license, or out of (ii) the acts or omissions of Licensee, its employees, agents, independent contractors, licensees, customers or invitees, or out of (iii) Licensee's operation of its business or exercise of rights conferred by this Agreement. Licensee shall defend City, and shall pay all reasonable expenses incurred by city in defending it, with regard to all damages and penalties City may legally be required to pay as a result of the rights granted hereunder. Expenses shall include all incidental expenses including attorney fees, and shall include a reasonable value of any services rendered by the Office of the City Attorney.

Licensee's obligations hereunder shall not in any way be limited by the amount of insurance expressly required by Insurances.

In all instances where Licensee may be required to indemnify City, City shall give Licensee prompt and timely notification of any claims. Licensee shall have the right to select counsel and to direct the conduct of the legal action. City shall not enter into any settlement agreement or otherwise terminate the action without the consent of, and at its option, participation by Licensee or its legal representative.

## INSURANCE

Licensee agrees to provide at its expense comprehensive liability insurance insuring itself and City against all claims of damages or injury to persons or property arising for any reason out of Licensee's use of the Licensed Premises, or arising out of its activities related to Licensed Use, or otherwise arising from its exercise of rights or failure to perform obligations pursuant to this Agreement. A solvent insurance company in good standing, fully licensed to do business in Florida, and shall provide a minimum of \$300,000 shall write the insurance policy coverage for bodily injury and property damage. The policy shall show the City as a named insured, and shall provide that it cannot be cancelled or revoked except after a minimum of 30 days written notice to City. A true copy of the insurance contract shall be filed with the City Clerk within 10 days after execution of this Agreement, and shall be maintained on file throughout the License Term. Licensee's failure to maintain the insurance policy in full force and effect at any time during the License Term shall be a default hereunder, and upon such default Licensee shall immediately suspend all licensed use and shall provide to City written notice of the default.

The insurance amounts here provided shall not in any way operate to limit or release, or be construed to limit or release, Licensee from any liability to City, or from any obligation to indemnify City as provided herein. Said insurance amounts are minimum requirements, and shall be supplemented by Licensee as necessary to meet its obligations, and to fully indemnify City, as provided in this Agreement.

## INSPECTION

Licensee acknowledges that it has inspected the subject property and has found it to be in acceptable condition.

## CAPTIONS

Headings labeling any provisions herein are for convenience only, and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of this Agreement.

## ENTIRE AGREEMENT

This Agreement sets forth all the covenants, promises, agreements, and understandings between City and Licensee concerning the Licensed Premises. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon City or Licensee unless reduced to writing and duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year below showed.

### CITY OF KEY WEST, FLORIDA

By: E. David Fernandez  
~~Jim Scholt~~ E. David Fernandez  
Acting City Manager

### HOUSING AUTHORITY OF THE CITY OF KEY WEST, FLORIDA

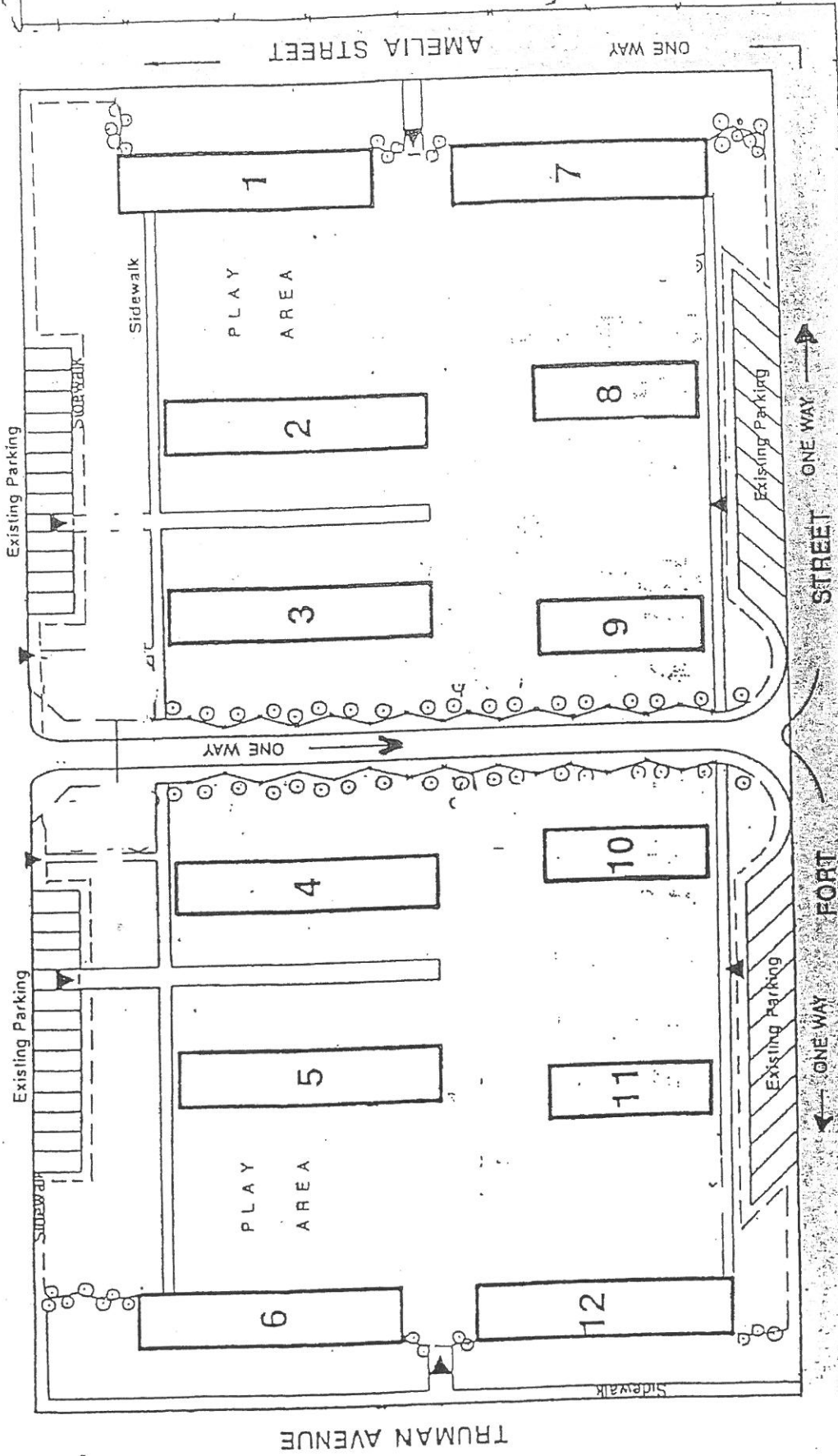
By: J. Manuel Castillo, Sr.  
J. Manuel Castillo, Sr.  
Executive Director

ATTEST:

Cheryl Smith  
Cheryl Smith, City Clerk

# EXHIBIT "A"

EMMA STREET



Fort Village 13-2  
Fort, Amelia & Emma Street & Truman Avenue