

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "AGREEMENT FOR STREET LIGHT 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 street lights 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 Street Light 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.

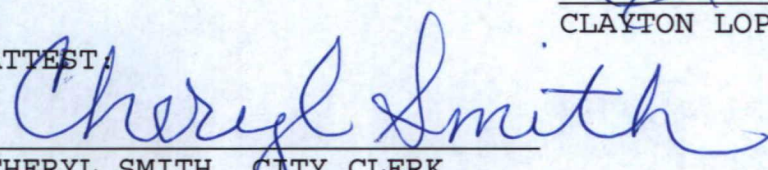
Passed and adopted by the City Commission at a meeting held this
20 day of January, 2016.

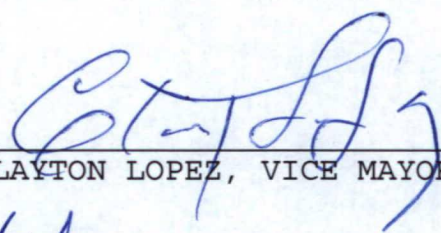
Authenticated by the Presiding Officer and Clerk of the Commission
on 21 day of January, 2016.

Filed with the Clerk on January 21, 2016.

Mayor Craig Cates	² Absent
Commissioner Sam Kaufman	Yes
Commissioner Clayton Lopez	Yes
Commissioner Richard Payne	Yes
Commissioner Margaret Romero	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes

ATTEST:


CHERYL SMITH, CITY CLERK


CLAYTON LOPEZ, VICE MAYOR



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 Street Light Maintenance

ACTION STATEMENT:

Authorize the City Manager to execute the *Agreement for Street Light 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, has historically provided certain repair and replacements services for street 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 street light maintenance only. A copy of the proposed agreement including Schedule "A" is attached.

A separate agreement for traffic signals 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 street lights, as well as street lights that may be installed in the future.

PURPOSE AND JUSTIFICATION:

City street lights require periodic maintenance including inventory/monitoring for and replacement of burned-out bulbs and installing new fixtures when requested by the City. KEYS shall, at the request of the CITY, provide repair and replacement services for the facilities described in Schedule "A" in accordance with the proposed agreement. In addition to repair and replacement services, KEYS will, when requested by the CITY, perform final connections for facilities at no additional cost.

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

Key to the Caribbean - Average yearly temperature 77°

This Agreement for Street Light Maintenance will support A transportation system which is aesthetically attractive, functional, efficient, safe and environmentally sensitive (Strategic Plan Infrastructure Goal #1), Safe and secure neighborhoods and business districts (Infrastructure Goal #2) and Long term sustainability of the City's hard assets (Infrastructure Goal #4).

FINANCIAL ISSUES

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 (refer to Schedule A).

RECOMMENDATION

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

AGREEMENT FOR STREET LIGHT 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 lights including street 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 street lights, as well as street 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.
2. In addition to repair and replacement services, KEYS will, when requested by the CITY, perform final connections for facilities at no additional cost.
3. 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 as defined in Schedule "A".
4. 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 or restrict the rights of KEYS or CITY against each other related to obligations arising from this agreement.
5. 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 whole 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 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.

6. 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 street lights, and parks & recreational 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.

7. 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.

8. 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.

9. 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 of facilities not "covered" in Schedule "A" will be the responsibility of the CITY.

10. 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.

11. 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.

12. The term of this agreement shall commence on the 27 day of January, 2016, and extend to the 27 day of January, 2017, with automatic one year renewals upon the same terms and conditions unless either party notifies the other in writing no less than 60 days prior to the expiration of any yearly renewal of its intent not to renew the agreement.

13. 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.

14. Should the City decide it would like to take over ownership of the street lights [other than the pole which the lights are attached to KEYS and the City would attempt to negotiate a mutually acceptable buyout of the existing materials and develop an appropriate pole attachment rate.

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

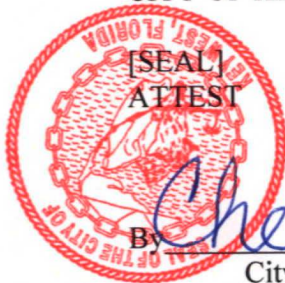
UTILITY BOARD OF THE CITY OF KEY WEST

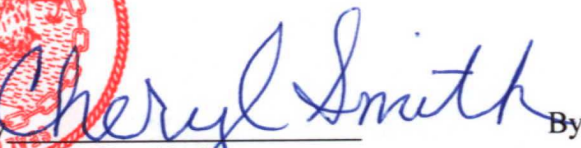
By 
Lynne Tejeda, KEYS General Manager/ CEO

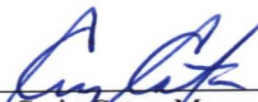
[SEAL]
ATTEST

By 
Edee Delph, KEYS Executive Asst.

CITY OF KEY WEST



By 
Cheryl Smith
City Clerk

By 
Craig Cates, Mayor

RESOLUTION NO. 16-030

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "AGREEMENT FOR STREET LIGHT 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 street lights 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 Street Light 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

Schedule "A" – Street Lights

<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 MATERIALS ISSUED</u>	<u>KEYS SCOPE OF REPAIR</u>
Street Lights ¹	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	KEYS to repair or replace light and pole, as required.

 Lynne Tejeda (date)
 General Manager
 Keys Energy Services

 Jim Scholl (date)
 City Manager
 City of Key West

¹ Old Fashioned Street Lights, FDOT Street Lights, Recreational Lights and Overhead Park N' Ride Lights are not covered by this agreement.

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:

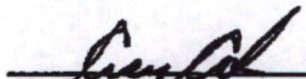
Section 1: That the attached Interlocal Agreement between the City of Key West and the Utility Board of the City of Key West (Keys Energy Services) is hereby approved; and the City Manager is hereby authorized to execute the Maintenance Agreement on behalf of the City.

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 CAYES, 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, 2015, 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 Tejeda
SECRETARY: Lynne Tejeda

[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
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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:

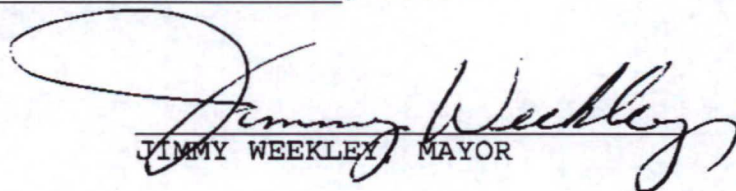
Section 1: That the attached agreement between City Electric System and the City is hereby approved.

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.

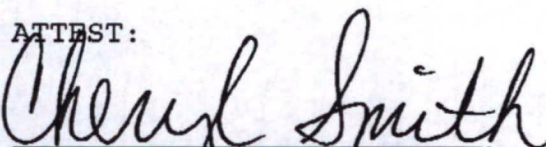
Passed and adopted by the City Commission at a meeting held this 19th day of June, 2001.

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 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 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 Rbt R. Peden
Title Utility Board Chairman

EXHIBIT A

TRAFFIC SIGNAL, STREET LIGHT and PARKS & RECREATION MAINTENANCE

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. WHEREAS 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