

RESOLUTION NO. 99-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED AMENDMENT TO AGREEMENT BETWEEN THE CITY AND ANDERSON OUTDOOR ADVERTISING; 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 Amendment to Agreement between the City and Anderson Outdoor Advertising 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 6th day of April, 1999.

Authenticated by the presiding officer and Clerk of the Commission on APRIL 12, 1999.

Filed with the Clerk APRIL 12, 1999.


SHEILA K. MULLINS, MAYOR

ATTEST:


ACTING CITY CLERK
ROBERT TISCHENKEL

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered into this 12 day of APRIL, 1999 between the City of Key West (hereinafter "CITY") and Anderson Outdoor Advertising, Inc., 1104 Truman Avenue, Key West, Florida, 33040, (hereinafter "ANDERSON").

WITNESSETH:

WHEREAS, pursuant to Resolution 95-466, the CITY and ANDERSON entered into an Agreement on December 27, 1995 (the "Agreement"), to provide terms and conditions by which ANDERSON would administer a bus shelter advertising revenue program for the City of Key West; and

WHEREAS, the CITY and ANDERSON now desire to amend their Agreement upon the terms and conditions contained herein;

NOW, THEREFORE, the parties agree as follows:

Section 1: That Paragraph 2 of the Agreement is hereby amended to read as follows:

2. ANDERSON may sell and place advertising in the bus stop shelters, limited to two (2) display panels 48" x 72" per shelter. Advertising revenue shall be payable to the City as stated in paragraph number 7. Additionally, ANDERSON shall incorporate advertising at the Shuttle pick up area of the Old Town Garage.

Section 2: That Paragraph 7 is hereby amended to read as follows:

7. (a) ANDERSON shall pay to the City an amount equal to fifteen (15) ~~ten (10)~~ percent of gross revenues recognized by ANDERSON for placement of advertising. Said payments shall commence on the effective date of the Amendment to Agreement ~~six (6) months from the execution of this contract.~~ Thereafter Payment by ANDERSON shall be made on a quarterly basis to the City, payable to the City of Key West, P.O. Box 1409, Key West, Florida, 33041, Attn: Revenue Department.

(b) The parties agree that all advertising revenues associated with the Old Town Garage and Shuttle should be equally shared by them.

Section 3: That Paragraph 8 of the Agreement is hereby amended to read as follows:

8. ~~As specified in the bid documents the number of shelters maybe increased from 21 subject to approval of the City Manager or his designee.~~ The maximum number of shelters permitted under this Agreement shall be twenty-four (24). Attached to this Agreement shall be a revised

Exhibit "B" showing locations of all shelters. The reference to Exhibit "B" in paragraphs 1 and 19 hereof shall be to the revised Exhibit "B".

Section 4: That Paragraph 19 of the Agreement is hereby amended to read as follows:

19. The parties agree that the Request for Proposals (Exhibit A), ANDERSON bid Response (Exhibit B) with attachments are incorporated as part of this agreement. Where any conflict exists between an Exhibit and the Agreement or Amendment to Agreement, the Agreement or Amendment to Agreement will govern. Where conflict exists between the Exhibits, the Bid Response will govern.

Section 5: In all other respects, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this Agreement on the date first written above.

CITY OF KEY WEST

BY: Sheila K. Mullins
SHEILA K. MULLINS, MAYOR

ATTEST:

Robert L. Hill
CITY CLERK

ANDERSON OUTDOOR ADVERTISING, INC.

BY: John Anderson
PRESIDENT

ATTEST

John Anderson
SECRETARY

(CORPORATE SEAL)

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