

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF KEY WEST AND KEYS
ENERGY SERVICES FOR STREET LIGHT REPLACEMENT**

THIS AGREEMENT is made this ____ day of _____ 2022, by and between Utility Board of the City of Key West, Florida d/b/a Keys Energy Services, a utility created by a special act of the legislature of the State of Florida, herein called "KEYS", and the City of Key West, Florida, a municipal corporation, herein called "CITY".

WHEREAS, the CITY desires to increase energy conservation by replacing non-LED street lights with LED street light heads throughout the City; and

WHEREAS, the CITY has budgeted \$80,000 for fiscal year 2022 towards that goal; and

WHEREAS, through Tariff Agreements, KEYS is the official provider of services for CITY streetlights; and

WHEREAS, the CITY desires to partner with KEYS to provide certain replacement services for those streetlights; and

WHEREAS, KEYS, at the request and direction of the CITY, is willing to provide such 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. **Term:** The term of this agreement shall commence on the ____ day of _____, 2022, and extend to the 30th day of June, 2023.
2. **Replacement Services.** KEYS shall, at the request of the CITY, provide replacement services for working streetlights. Requested replacement services entails replacement of non-LED streetlight heads with new LED streetlight heads. The CITY has compiled a list by pole number of the 473 streetlights they wish to be replaced (Exhibit A). Non-functional streetlights shall be repaired at no additional cost to the CITY in accordance with KEYS tariffs. KEYS tariffs prevail in all aspects of streetlight, including but not limited to maintenance and rates.
3. **Materials.** KEYS shall pay for the replacement light heads and all other materials associated with replacement.
4. **Payment.** The CITY shall reimburse KEYS the labor costs to replace non-LED streetlights heads that are in working order. The maximum combined project cost shall not exceed \$80,000 between signing and June 30, 2023. Labor shall be billed at the KEYS current labor and equipment rates (Exhibit B, approx. \$165/hour) which include travel, set up and breakdown. Labor and equipment costs shall be billed monthly. Said amount shall be billed in 15-minute increments.
5. **Billing.** KEYS shall bill the CITY monthly for actual work performed. KEYS invoice shall include total labor hours and a list of the streetlights replaced, including any nonfunctional

streetlights encountered. The CITY shall pay invoices within 30 days of receipt. Billing, ending on June 30, 2023 shall not exceed \$80,000.00.

6. **Exceptions.** KEYS will replace non-LED streetlights that are not in working order with LED streetlights at no additional cost beyond the street light tariff in effect at the time of replacement.

7. **Notices.** All notices, requests, demands, elections, consents, approvals, and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to KEYS: Lynne Tejada
General Manager & CEO
Keys Energy Services
1001 James Street
Key West, Florida 33040

With a copy to: Nick Batty
Director of Legal & Regulatory Services
Keys Energy Services
Key West, Florida 33040

If to CITY: City Manager
City of Key West
P.O. Box 1409
Key West, Florida 33041-1409

With a copy to: City Attorney
City of Key West
P.O. Box 1409
Key West, Florida 33041

8. **Early Termination.** This agreement may be terminated by either party with or without cause by providing a 14-day notice in writing.

9. CITY, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious actions, which result in claims or suits against either CITY or KEYS and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

KEYS, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, or those of its employees or its agents, which result in claims or suits against either the KEYS or CITY and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar

provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement.

10. 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 and all claims under federal or state actions for civil rights violations, which are not limited by Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes Sections 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes arising out of the activities governed by this agreement.

11. The parties to this Agreement are independent of each other and shall at no time be legally responsible for any negligence on the part of the other parties, their employees, agents of or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.

12. All parties shall maintain adequate and complete records for a period of four years after termination of this Agreement. Each party, its officers, employees, agents and auditors shall have access to the other parties' books, records, and documents, related to this Agreement upon request. The access to and inspection of such books, records, and documents by the parties shall occur during the regular office hours or as agreed.

13. Pursuant to Florida Statute §119.0701, the parties shall comply with all public records laws of the State of Florida, including but not limited to:

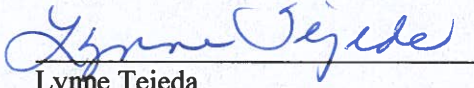
- a. Keep and maintain public records that ordinarily and necessarily would be required by CITY in the performance of this Agreement.
- b. Provide the public with access to public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, upon request by CITY, at no cost, to CITY all public records in possession of the contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY.

14. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Lower Keys Division of the Circuit Court, or the Southern District of Florida, as applicable. This Agreement is not subject to arbitration.

15. This is the entire agreement between the parties, 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, FLORIDA



Lynne Tejada
General Manager and CEO

[SEAL}



[SEAL]
ATTEST

CITY OF KEY WEST

By _____
City Clerk

By _____
Patti McLauchlin, City Manager



Exhibit A

List of all 200W and 400W Streetlights to be Replaced
(by Pole Number)

POLE_NUMBER	STREET LIGHT_TYPE
B46-5	20S
H15-5	20S
B32-9	20S
A42-2	20S
A32-3	20S
A10-3	20S
K5-1	20S
M13-1	20S
L15-1	20S
C40-8	20S
D27-5A_1	20S
B34-2	20S
K35-1	20S
A44-6	20S
B11-15	20S
M32-3	20S
M22-4	20S
C43-5	20S
A47-8	20S
A43-8	20S
C10-5	20S
G11-7	20S
C34-B	20S
B32-11	20S
CR31	20S
A33-11	20S
M22-3_1	20S
K5-18	20S
K36-3	20S
J37-6E	20S
D27-K	20S
B10-10	20S
B12-19	20S
B43-6	20S
B45-1	20S
B13-1A	20S
B8-2	20S
A4-1	20S
NS11	20S

NS14	20S
A42-8	20S
C2-8	20S
C9-6	20S
D10-3	20S
A61-3B	20S
C16-4	20S
M5-5	20S
M31-5	20S
M30-3	20S
M32-2	20S
M30-6	20S
M36-4	20S
L39-1_1	20S
L7-8_1	20S
L47-7	20S
L4-5	20S
M36-6	20S
M36-9	20S
M36-10	20S
M19-5	20S
K49-4	20S
D54-3	20S
C32-2	20S
K37-5	20S
L19-1	20S
L33-2	20S
D33-18	20S
C51-7	20S
J4-2	20S
J40-6	20S
J21-7	20S
H29-5	20S
H31-10	20S
J26-8	20S
H5-1	20S
H40-1	20S
H37-2	20S
H26-4	20S
C42-2	20S
D43-4	20S
D27-5A	20S
B6-8	20SCO
B51-1	20SCO
B43-9	20SCO
B25-2	20SCO

B10-3	20SCO
B10-4	20SCO
B11-3	20SCO
A54-3	20SCO
B46-2	20SCO
B34-3	20SCO
B42-3	20SCO
B14-6	20SCO
B21-2A	20SCO
B8-1	20SCO
B52-10	20SCO
C36-5	20SCO
H15-10_1	20SCO
H2-3	20SCO
A25-8	20SCO
D27-L	20SCO
D27-H	20SCO
E1-DD	20SCO
A47-6	20SCO
A46-10	20SCO
A46-7	20SCO
A33-3	20SCO
A34-1	20SCO
A25-5	20SCO
A51-1	20SCO
A30-3	20SCO
A23-5	20SCO
A31-10	20SCO
A10-1	20SCO
A21-12	20SCO
A9-5	20SCO
A58-14	20SCO
A57-8	20SCO
A56-5	20SCO
E1-J_1	20SCO
E1-K_1	20SCO
E1-T	20SCO
E1-G	20SCO
E1-Q	20SCO
E1-F_1	20SCO
E1-F	20SCO
E1-27B	20SCO
C7-3	20SCO
M11-13	20SCO
G9-10	20SCO
G9-9	20SCO

G2-A	20SCO
L16-3	20SCO
G13-10	20SCO
L7-9.1	20SCO
L7-10	20SCO
L7-11	20SCO
M13-2	20SCO
M36-7	20SCO
L47-2	20SCO
J11-2	20SCO
C46-9	20SCO
L43-2	20SCO
K51-10	20SCO
N2-4	20SCO
L41-5	20SCO
K45-1	20SCO
C23-1	20SCO
K39-2	20SCO
K20-2	20SCO
C49-7	20SCO
J5-6	20SCO
J48-5	20SCO
J34-2	20SCO
J32-3	20SCO
J32-5	20SCO
H34-5	20SCO
H34-8	20SCO
H10-4	20SCO
C42-1	20SCO
D27-5B	20SCO
G9-13	20SCO
L1-10	20SCO
H41-4	20SCO
E1-CC	20SCO
K44-35B	20SCO
K44-35A	20SCO
K44-35	20SCO
E1-DD_1	20SCO
T3-1_1	20SCO
A56-1	20SCO
M5-7	20SCO
A36-8C	20SCO
A36-8C-1	20SCO
A36-8B	20SCO
C3-9	20SCO
C52-9	20SCO

JI-3	20SCO
B28-8	20SCO
B9-10	20SCO
B52-13	20SCO
C18-3	20SCO
G14-2	20SCO
L17-3	20SCO
L47-P	20SCO
C36-2	20SCO
L2-3	20SCO
C21-7	20SCO
K14-1	20SCO
C40-2	20SCO
J37-2-4	20SCO
B10-9	20SCO
B36-1	20SCO
B46-9	20SCO
B43-3	20SCO
B36-7	20SCO
B14-2	20SCO
B7-7	20SCO
C44-7	20SCO
B32-5	20SCO
H16-2	20SCO
CR24	20SCO
C11-D	20SCO
A45-2	20SCO
A7-2	20SCO
C11-B	20SCO
E1-28	20SCO
C18-4	20SCO
R4-1A_1	20SCO
G9-6	20SCO
M12-2	20SCO
M14-3	20SCO
C48-6	20SCO
N2-1	20SCO
L41-7	20SCO
L40-4	20SCO
C23-9	20SCO
J38-1	20SCO
J21-6	20SCO
H20-2	20SCO
H29-4	20SCO
H42-1N_1	20SCO
H4-1	20SCO

A10-2	20SCO
A23-1	20SCO
B18-3	20SCO
B11-13	20SCO
E1-29	20SCO
A61-2	20SCO
M31-8	20SCO
L26-2	20SCO
L7-5	20SCO
J46-5	20SCO
K51-2	20SCO
K44-1	20SCO
L20-2	20SCO
K4-2	20SCO
J31-1	20SCO
J46-6	20SCO
H24-2	20SCO
H42-1R	20SCO
B43-5	20SCO
B30-2	20SCO
B20-4	20SCO
B12-4	20SCO
A31-5	20SCO
CR9	20SCO
A35-2	20SCO
A12-2	20SCO
A44-7	20SCO
A20-2	20SCO
A33-1	20SCO
A4-4	20SCO
A20-1E	20SCO
A9-4	20SCO
NS4	20SCO
E1-V	20SCO
C6-1	20SCO
C7-1	20SCO
M31-4	20SCO
M30-7	20SCO
M24-10	20SCO
M20-2	20SCO
L34-3	20SCO
J33-5	20SCO
J29-2	20SCO
A5-4	20SCO
D2-13	20SCO
C28-A	20SCO

J32-6	20SCO
B48-13C	20SCO
B34-4	20SCO
B9-8	20SCO
B9-11	20SCO
B9-12	20SCO
B33-1_1	20SCO
B12-5	20SCO
B32-8	20SCO
B37-2	20SCO
B24-B	20SCO
B11-18	20SCO
B19-3	20SCO
B18-8	20SCO
A54-6	20SCO
B14-4	20SCO
B31-6	20SCO
B20-3A	20SCO
B8-4	20SCO
B7-9	20SCO
B7-8	20SCO
B7-6	20SCO
B7-4	20SCO
B2-11	20SCO
C29-9	20SCO
C29-10	20SCO
C29-18	20SCO
H14-3	20SCO
B41-3_1	20SCO
CR30	20SCO
CR2	20SCO
CR4	20SCO
CR3	20SCO
CR18	20SCO
CR15	20SCO
CR12	20SCO
CR7	20SCO
NS7	20SCO
NS3	20SCO
NS2	20SCO
A7-1	20SCO
A8-2	20SCO
A26-3.5	20SCO
A47-2	20SCO
A35-11	20SCO
A35-9	20SCO

D2-1A	20SCO
NS1	20SCO
A29-10	20SCO
A33-13	20SCO
A23-6	20SCO
A18-2_1	20SCO
A18-3	20SCO
C11-A	20SCO
C12-11	20SCO
C10-7	20SCO
C3-11	20SCO
C3-3_1	20SCO
C14-13	20SCO
C4-5	20SCO
C2-9	20SCO
C1-12	20SCO
A56-2	20SCO
E1-K	20SCO
E1-Y	20SCO
E1-G_1	20SCO
A63-5	20SCO
A63-6	20SCO
A62-1	20SCO
C8-4	20SCO
C16-2.5	20SCO
C28-2	20SCO
C18-2	20SCO
G2-B	20SCO
M15-Q	20SCO
G1-13	20SCO
M31-3	20SCO
M37-5	20SCO
M30-2	20SCO
M32-1	20SCO
M38-5	20SCO
M31-6	20SCO
M31-7	20SCO
M36-3	20SCO
L44-8	20SCO
G20-3	20SCO
G11-13	20SCO
G11-9	20SCO
G1-5	20SCO
L47-U	20SCO
G5-A-6	20SCO
M2-9	20SCO

M15-Q-2	20SCO
L7-6	20SCO
L7-7.1	20SCO
L18-6	20SCO
L5-7	20SCO
M36-5	20SCO
R4-1	20SCO
M28-3	20SCO
M27-1	20SCO
M27-6	20SCO
L23-1	20SCO
L36-3	20SCO
K51-7	20SCO
C35-2	20SCO
C37-3	20SCO
C48-4	20SCO
N1-5	20SCO
L42-3	20SCO
N2-3	20SCO
K49-5	20SCO
K43-2	20SCO
L40-6	20SCO
L40-5	20SCO
L40-2	20SCO
L40-1	20SCO
K44-11	20SCO
L14-1	20SCO
K36-4	20SCO
C22-7	20SCO
L22-4	20SCO
K38-1	20SCO
K17-1	20SCO
L8-1	20SCO
L33-3	20SCO
K38-4	20SCO
K18-1	20SCO
C42-5	20SCO
C49-3	20SCO
C40-9	20SCO
J3-9	20SCO
K34-1	20SCO
J19-1	20SCO
J10-6	20SCO
J22-4	20SCO
J37-1	20SCO
J38-5	20SCO

H7-2	20SCO
H42-1U	20SCO
H42-1T	20SCO
H37-4	20SCO
H37-5	20SCO
H32-7	20SCO
H22-6	20SCO
H22-2	20SCO
H12-3	20SCO
H33-4	20SCO
D50-9	20SCO
C29-18D	40S
B38-3	40S
B12-3	40S
CR6	40S
A8-3	40S
M2-13	40S
G11-11	40S
C49-5	40S
K5-13	40S
K5-12	40S
D50-8	40S
G9-14	40SCO

Exhibit B
Range of Rates for KEYS Labor
(fully wrapped)

May 1, 2022-April 30, 2023 Rates	
Position	Hourly
Line Apprentice	\$106.26
Line Leader	\$149.15
Line Person	\$136.80
Line Supervisor	\$181.56

