



THE CITY OF KEY WEST

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EXECUTIVE SUMMARY

Date: August 30, 2018

To: Jim Scholl, City Manager

From: L. Kreed Howell, Senior Construction Manager

Cc: George Wallace, Assistant City Attorney

Subject: City of Key West Revocable Memorandum of Understanding (MOU) with the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) and the National Ocean Service

ACTION STATEMENT

Approve attached Memorandum of Understanding with Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) and National Ocean Service granting consent to enter in, on, over and across the easement described in Exhibit A to this Executive Summary for the purposes of installing and maintaining a tidal station in Truman Harbor.

BACKGROUND

As a stipulation for the transfer of land from the Navy to the Department of Commerce/NOAA, the City of Key West was granted a 40 foot easement, in perpetuity, on the subject property. The Easement was to provide complete harborwalk access to Truman Waterfront and Fort Zachary Taylor. On May 30, 2018, a NOAA representative requested information from Staff regarding the relocation of an existing tidal station from the Truman Waterfront Park East Quay to a location behind the NOAA facility on Quay Road as depicted in Exhibit A. This MOU has the following essential features and agreements:

- 1) The term of the MOU is five (5) years, from August 31, 2018 and ending August 30, 2023.
- 2) NOAA expressly agrees to be solely responsible for all cost of any nature whatsoever associated with the installation and maintenance of the proposed tidal station.

MEMORANDUM

- 3) If any action of NOAA's employees or agents in the exercise of this consent results in damage to the property NOAA will immediately repair such damage in a manner acceptable to the City.
- 4) This consent is personal to NOAA and may not be assigned or transferred. City shall have the right to terminate this consent with or without cause upon seven days written notice to NOAA.
- 5) NOAA shall maintain insurance limits no less than those stated in the attached MOU.
- 6) The insurance requirements shall contain a "waiver of subrogation" provision whereas NOAA's insurer waives any claim against the City of Key West.
- 7) On termination of this consent (unless extended by agreement of both parties), NOAA shall remove any instruments or hardware it has placed on the premises. Any costs of removal pursuant to this paragraph shall be borne by NOAA.

PURPOSE AND JUSTIFICATION

Relocation of the tide station from the East Quay is required due to development of the Truman Waterfront Park at the former location. Relocation will provide continuity with historical, and acquisition of future, tidal data, providing vital information applicable to Key West Harbor.

FINANCIAL

Entering into the proposed MOU would not have any financial impact.

RECOMMENDATION

Engineering staff recommends approval of the Memorandum of Understanding.