



**Kevin Madok, CPA**

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

**DATE:** June 20, 2025

**TO:** Beth Leto, Airports  
Business Manager, KWIA

**FROM:** Liz Yongue, Deputy Clerk

**SUBJECT:** June 18, 2025 BOCC Meeting

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The following item has been executed and added to the record:

I2 Interlocal Agreement with the Utility Board of the City of Key West, Florida for an above ground feeder extension providing redundant power feed to the Key West International Airport in the amount of \$1,000,000.00 for materials and general construction, and termination of the previously approved underground feeder extension agreement entered into with the Utility Board of the City of Key West, Florida, agenda item I-2 of the December 13, 2023 regularly scheduled BOCC meeting. To be funded from FDOT Grant G2090 (50%) and Airport Revenue Bonds (50%).

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney  
Finance  
File

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KEY WEST  
500 Whitehead Street  
Key West, Florida 33040

MARATHON  
3117 Overseas Highway  
Marathon, Florida 33050

PLANTATION KEY  
88770 Overseas Highway  
Plantation Key, Florida 33070

**INTERLOCAL AGREEMENT  
BETWEEN  
THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA  
AND  
MONROE COUNTY, FLORIDA  
FOR  
FEEDER EXTENSION PROVIDING REDUNDANT POWER FEED  
TO  
THE KEY WEST INTERNATIONAL AIRPORT**

**THIS INTERLOCAL AGREEMENT** is entered into this 18th day of June, 2025 by and between the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA D/B/A KEYS ENERGY SERVICES, a municipal utility created and existing pursuant to the laws of the State of Florida (“KEYS”), and MONROE COUNTY, FLORIDA (COUNTY), a political subdivision of the State of Florida.

**WITNESSETH**

**WHEREAS**, Key West International Airport (“EYW”), located at 3491 S. Roosevelt Boulevard, Key West, Florida, is owned and operated by the COUNTY, and provides air carrier service to hundreds of thousands of passengers annually; and

**WHEREAS**, notwithstanding the references to “COUNTY”, all payments made pursuant to this Agreement by the COUNTY, as the owner and operator of EYW, shall be made from the Airport Enterprise fund; and

**WHEREAS**, EYW is a vital transportation resource for Monroe County residents and visitors, and supports the economic engine of tourism within the City of Key West and Monroe County; and

**WHEREAS**, EYW serves as an entry point for medical supplies, contractors, emergency response personnel, and other aid for the Lower Keys in the event of declared emergencies, such as hurricanes; and

**WHEREAS**, reliable electric service is vital to sustaining operations at EYW; and

**WHEREAS**, EYW has expressed a paramount interest in establishing power delivery redundancy and natural disaster resiliency to minimize interruptions in the operations of EYW; and

**WHEREAS,** KEYS is the municipal electric utility serving the lower Florida Keys, and provides electricity within the City of Key West, including to EYW; and

**WHEREAS,** EYW currently receives electricity via a single distribution feeder located to the East of EYW, and power interruption on this feeder may result in extended outages affecting EYW; and

**WHEREAS,** the establishment of a connection between EYW and a second feeder (the “Redundant Feeder”) will provide redundancy in power supply, and enable KEYS to switch between the existing feeder and the Redundant Feeder in the event of a planned or unplanned outage, with the goal of decreasing outage frequency and duration; and

**WHEREAS,** KEYS recognizes that connection to the Redundant Feeder provides benefits to KEYS’ other customers, as well as EYW; and

**WHEREAS,** KEYS and COUNTY entered into that certain Interlocal Agreement Between The Utility Board of the City of Key West, Florida and Monroe County, Florida on December 13, 2023, by which the parties agreed to undertake certain obligations related to the installation of the Redundant Feeder; and

**WHEREAS,** KEYS and County have mutually determined to cancel the above-referenced interlocal agreement in order to adjust the means and methods and other terms related to the contemplated installation of the Redundant Feeder; and

**WHEREAS,** the connection to the Redundant Feeder (the “Feeder Extension”) requires the installation of approximately 20 utility poles, approximately 4,500 linear feet of cable, and attendant infrastructure in order to connect a switch on the main feeder to a point on the Redundant Feeder Southwest of the airport near the Western terminus of South Roosevelt Boulevard.

**NOW, THEREFORE,** in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KEYS and COUNTY enter into this Agreement to govern their participation in the installation of a Feeder Extension as set forth herein.

## **ARTICLE 1 – RECITALS AND CANCELLATION OF PRIOR AGREEMENT**

The foregoing recitals are true and correct and are incorporated herein by reference. The interlocal agreement related to the subject matter hereof dated December 13, 2023 is hereby cancelled in its entirety, with no liability to COUNTY or KEYS.

## **ARTICLE 2 – PROJECT CONCEPT AND SCOPE**

KEYS provides power to EYW through its electric grid via a single 13.8 kV distribution feeder, Feeder 9, which originates in the Kennedy Drive Substation. Feeder 9, like all distribution feeders, is susceptible to brief outages caused by faults created by events such as lightning, animals and trees. Because there is currently no redundant feeder serving EYW, equipment failure or planned equipment upgrades may cause lengthier outages lasting several hours while the feeder fault is cleared. The installation of the Feeder Extension connecting Feeder 5, a 13.8kV distribution feeder which originates in the Thompson Street Substation, to EYW, will connect the Redundant Feeder to EYW, reducing the number and the duration of power outages.

KEYS will design the Feeder Extension to run above ground from the existing Thompson Street Substation Feeder 5 (which currently terminates near the West end of South Roosevelt Boulevard), over property located adjacent to the Northern boundary of South Roosevelt to a connection on Feeder 9 near Nancy Cherry Lane. Such design will generally conform to the depiction in the Feeder Extension Map in Exhibit “A” and Proposed Payment Schedule set forth in Exhibit “B”, attached hereto and incorporated herein.

KEYS will develop a detailed design for the Feeder Extension, apply and obtain permits and approvals for the necessary work, procure all materials and construction crews, and provide project management for the installation and energization of the Feeder Extension as set forth herein.

KEYS estimates, but does not warrant, that the total completion time for the Feeder Extension will be approximately twelve months from the date of approval. The estimated completion time includes six months for planning, permitting and procurement, and six months for material procurement, construction, inspection and energization. KEYS will utilize best efforts to adhere to the Proposed Payment Schedule set forth in Exhibit “B”.

### **ARTICLE 3 – INSTALLATION AND MAINTENANCE**

KEYS will install or cause to be installed all equipment necessary to complete the construction of the Feeder Extension, including all interconnection and controls necessary for energization and operation. KEYS will be solely responsible for future repairs and maintenance of the Feeder Extension.

### **ARTICLE 4 – TITLE AND OWNERSHIP**

Title to, and complete ownership and control over the Feeder Extension, shall be vested in KEYS, and KEYS shall have the right to use the same for the purpose of service to other customers, or for other purposes in its sole discretion.

### **ARTICLE 5 – PARTY RESPONSIBILITIES**

5.1 PROCUREMENT. Purchases of material, equipment, and, where KEYS determines in its sole discretion to perform any portion of the work described herein by utilizing a third-party contractor, such services, shall be procured pursuant to requests for proposals, requests for qualifications, or other procurement mechanisms consistent with KEYS' procurement policies and applicable state regulations.

5.2 EASEMENTS AND RIGHTS. KEYS, or its duly procured contractors or agents, will obtain any and all easements and all rights, permits and privileges which KEYS deems necessary or expedient for the rendering of electric service to EYW or the installation of the Feeder Extension. COUNTY shall reasonably cooperate with KEYS in the granting and obtainment of easement and/or access rights over EYW, COUNTY, or other governmental property which KEYS deems necessary or expedient to effectuate the Feeder Extension. If KEYS is reasonably unable to obtain any rights, permits, and/or privileges which it deems necessary to complete the Feeder Extension, both parties shall be relieved of their obligations under this Agreement. In the event any third party requires compensation for easement rights which KEYS deems necessary, KEYS will provide written documentation to COUNTY sufficient for COUNTY to understand the required compensation, and COUNTY and KEYS shall negotiate in good faith an allocation of financial responsibility. In the event that KEYS and COUNTY do not agree to an allocation of financial responsibility within 30 days after presentation of documentation by KEYS, both parties shall be relieved of their obligations under this Agreement.

5.3 ENGINEERING AND DESIGN. KEYS, or its duly procured contractors or agents, will design the Feeder Extension, in general conformance with the conceptual drawing attached as Exhibit "A" and in compliance with all applicable regulations. The parties recognize that physical deviations from the

conceptual drawing may be necessary to address physical and legal concerns including but not limited to permit conditions, easements and/or rights of use, or physical constraints such as subsurface conditions.

5.4 PERMITTING. KEYS, or its duly procured contractors or agents, will obtain all necessary permits and approvals from the City of Key West, Monroe County and any other governmental entities of competent jurisdiction necessary to construct the Feeder Extension. Notwithstanding the foregoing, if KEYS is reasonably unable to obtain any such permits and/or approvals, KEYS may terminate this Agreement and shall refund to COUNTY any sums remitted by COUNTY to KEYS hereunder.

5.5 STRUCTURE INSTALLATION. KEYS, or its duly procured contractors or agents, will install above-ground utility structures (poles, guys, etc.) sufficient to complete the Feeder Extension.

5.6 PRIMARY CABLE AND CONNECTIONS. KEYS, or its duly procured contractors or agents, will install all necessary primary cable and make necessary connections between the existing feeder and the Feeder Extension.

5.8 PROJECT MANAGEMENT. KEYS will provide construction management to ensure expeditious completion. KEYS will give due consideration to any suggestions provided by COUNTY representatives, but, with respect to construction occurring other than on EYW property, shall not be bound by such suggestions. KEYS shall accommodate reasonable requests related to construction management with respect to construction occurring on EYW property. Any additional costs incurred as a result of KEYS' accommodation of such requests shall be fully prior communicated to COUNTY, in writing, and shall be borne by COUNTY.

## **ARTICLE 6 – PROCEEDING WITH WORK**

6.1 FEEDER EXTENSION PRELIMINARY DESIGN. KEYS will commence preliminary design of the Feeder Extension under the terms herein upon COUNTY and KEYS approval of this Agreement.

6.2 FEEDER EXTENSION PHASE 1. After the preliminary design of the Feeder Extension has been completed by KEYS (at no expense to COUNTY) and approved by KEYS' General Manager & CEO and Monroe County Executive Director of Airports, KEYS will proceed to Phase 1, consisting of the categories of work set forth within that category in Exhibit "B", attached hereto and incorporated herein. KEYS will procure all third-party services it deems necessary or desirable to complete Phase 1 at KEYS' expense.

6.3 FEEDER EXTENSION PHASE 2. Upon completion of Phase 1, KEYS will proceed to Phase 2, consisting of the categories of work set forth within that category in Exhibit "B". KEYS will procure all third-party services and materials it

deems necessary or desirable to complete Phase 2 on a not-to-exceed or flat-fee basis. In the event the aggregate cost of all services and materials required to complete Phase 2, as procured or provided by KEYS, does not exceed the Phase 2 Total Cap (without respect to environmental costs, as addressed in Article 7.3) set forth in Exhibit "B", \$1,000,000, KEYS will execute Phase 2 to completion and will charge the County, in the manner set forth herein, all actual incurred costs not-to-exceed \$1,000,000. In the event the aggregate cost of all services within Phase 2, as procured or provided by KEYS, exceed the Phase 2 Total Cap (without respect to environmental costs, as addressed in Article 7.3), \$1,000,000, KEYS will execute Phase 2 to completion, and will charge County, in the manner set forth herein, the sum of \$1,000,000. KEYS shall bear all costs exceeding \$1,000,000.

## **ARTICLE 7 – COSTS AND PAYMENT**

7.1 GENERAL RESPONSIBILITIES FOR DEVELOPMENT AND FEEDER EXTENSION. KEYS will be responsible for all costs associated with preliminary design, the procurement process, project management, development of final design documents, drawings, blueprints, surveys, environmental review, and permitting/right of way. COUNTY will be responsible for equipment, materials, and labor associated with the structure installation, cable installation, connection to existing feeder, site restoration, and all other costs related to such activities.

7.2 KEYS LABOR AND STOCK MATERIALS. KEYS may, at its discretion, provide labor or materials for use in the design of the Feeder Extension. Any engineering labor provided by KEYS' personnel shall be provided at no cost to COUNTY. KEYS may, at its discretion, provide labor and materials for construction. Any line work/construction labor provided by KEYS and any stock materials provided by KEYS in furtherance of the completion of Phase 2 shall be billed to COUNTY at KEYS' actual and acquisition cost. Such costs shall be included within documentation provided to COUNTY.

7.3 ENVIRONMENTAL COSTS. A cost of \$150,000 is listed within Phase 2 amounts, but for purposes of calculations pursuant to Article 6.3 and this Article is not included within Phase 2 costs. COUNTY will be responsible for the cost of any environmental actions required to be undertaken as a condition precedent to receipt of any permit or approval necessary to construct the Feeder Extension, not to exceed \$150,000.00, but shall not be responsible for any remediation/mitigation costs or penalties resulting from violation by KEYS or its contractors of applicable environmental regulations or non-compliance with any permit or approval. In the event Phase II environmental costs over \$150,000 are required to be incurred (not including remediation/mitigation costs arising from violation, as set forth above), KEYS will charge County, in the manner set forth herein, the sum of \$150,000. KEYS shall bear all costs exceeding \$150,000.

7.4 APPLICATION AND PAYMENT. KEYS has developed a preliminary Phase 2 budget of \$1,000,000 (excluding Phase II environmental costs), as set forth on Exhibit "B", attached hereto and incorporated herein. KEYS will remit to COUNTY Applications for Payment, including the actual cost of materials delivered and services performed, as set forth herein. All applications for payment remitted to the COUNTY shall be delivered to the EYW business office at 3491 South Roosevelt Blvd. KEYS will use best efforts to, but does not warrant, that Applications for Payment will be tendered in approximate conformance with the Proposed Payment Schedule set forth in Exhibit "B":

- 1) **Feeder Extension Phase I: Final Design/Planning/Permitting (KEYS Cost as set forth in Exhibit "B"):** Engineering Design/Drawings/ Blueprints, Surveys, Environmental Review, Permitting/Right-of-Way, Easement Rights
- 2) **Feeder Extension Phase II: Construction (EYW/KEYS Costs as set forth in Exhibit "B"):** General Electrical, Materials, Development of Bidding Documents, Program Administration, Inspections

COUNTY payments made pursuant to this Agreement shall be made from the EYW airport enterprise fund. COUNTY shall make payment in accordance with the Florida Local Government Prompt Payment Act. KEYS shall submit to COUNTY invoices with supporting documentation acceptable to the Monroe County Clerk of Court (Clerk), on a MONTHLY schedule in arrears. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds. COUNTY shall make payment to KEYS by wire transfer. KEYS shall have no obligation to proceed to Phase 2 until receipt of full payment under the Application for Payment for Phase 1.

7.5 FUTURE CONNECTIONS; REIMBURSEMENT. The Parties recognize that eight other properties ("Potential Newly Fed Properties"), as set forth in Exhibit "C" attached hereto and incorporated herein, may in the future receive service primarily by use of the Feeder Extension. In the event the owner of a Potential Newly Fed Property establishes electric service as of a date which is within thirty-five (35) years after the Effective Date of this Agreement, and such use reasonably requires primary use of the Feeder Extension, KEYS will charge such owner a share of the total cost paid to KEYS by COUNTY pursuant to this Agreement which is attributable to materials and installation cost of overhead service from the sectionalizer cabinet near 2601 S. Roosevelt Boulevard to the property line of 3491 S. Roosevelt Boulevard. KEYS will bill each such Potential Newly Fed Property, as a condition precedent to the establishment of electric service to such property, one ninth (1/9) of such cost. Upon receipt of such funds, KEYS shall be entitled to retain 15% as an administrative fee and, within thirty (30) days,



remit to COUNTY the remaining 85% of the amount actually received. Upon receipt by COUNTY, said funds shall be deposited in the EYW airport enterprise fund. KEYS shall have no obligation to collect any sums from the owner of any Potential Newly Fed Property who establishes electric service reasonably requiring primary use of the Feeder Extension as of a date which is more than thirty-five (35) years from the Effective Date. COUNTY acknowledges that there is no guaranty that any Potential Newly Fed Property will establish electric service under these terms, and thereby no guaranty that any reimbursement will be remitted. COUNTY further acknowledges and agrees that any right to reimbursements is not personal to COUNTY but rather will automatically run with title to the property located at 3491 S. Roosevelt Boulevard. KEYS will remit any amount required to be remitted pursuant to this Section 7.5 to the record owner of 3491 S. Roosevelt Boulevard as of the date the payment is received by KEYS.

#### **ARTICLE 8 – INDEMNIFICATION AND SOVEREIGN IMMUNITY**

COUNTY and KEYS, as political sub-divisions of the State of Florida, as defined in Section 768.28, Florida Statutes, agree to be fully responsible to the limits set forth in such statute for their own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against them, and agree to be liable to the statutory limits of any damages proximately caused by said acts or omissions, or intentional tortious acts. Nothing contained in this Agreement 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.

#### **ARTICLE 9 – NOTICES**

Any notice permitted or required by the Agreement shall be in writing and shall be either delivered in person, mailed by United States Mail, certified with return receipt requested and all postage prepaid, or delivered by Federal Express, UPS or other widely recognized overnight courier service. Notices sent by mail shall be effective on the third business day following postmark, whether or not actually received, if properly addressed with postage prepaid. Notices delivered in person shall be effective upon delivery. Notice sent overnight courier services, properly addressed with all charges prepaid, shall be Effective at noon on the next business day following placement of the notice in the hands of the courier service for delivery. Notices shall be given to the following addresses or such other addresses as the parties may specify in writing from time to time during the term.

To KEYS:  
Director of Engineering  
Keys Energy Services  
PO Box 6100  
Key West, FL 33040

To COUNTY:  
Director of Airports                      and      Monroe County Attorney's Office  
Key West International Airport      1111 12<sup>th</sup> Street, Suite 408  
3491 S. Roosevelt Blvd.                      Key West, Fl. 33040  
Key West, FL 33040

## **ARTICLE 10 – TERMINATION**

10.1 TERMINATION FOR CONVENIENCE. This Agreement may be terminated in whole by either party whenever, for any reason, the party determines that such termination is in its best interest. Termination shall be effected by delivery to the non-terminating party of a written notice of termination at least sixty (60) days prior to the termination effective date. If such termination is effected by KEYS, KEYS shall refund to COUNTY all sums received by KEYS from COUNTY up to the date of termination, and shall bear sole responsibility for all expenses incurred by KEYS as a result of this Agreement, including but not limited to site restoration and monetary obligations incurred under third party contracts. If such termination is effected by COUNTY, KEYS shall, as of the date of termination, cease all activities hereunder. In such event, COUNTY shall compensate KEYS for services performed and materials procured or ordered prior to the effective date of termination, and not reasonably able to be cancelled, together with such costs and expenses of KEYS which are incurred as a result of the performance of this Agreement and which are reasonably unable to be discharged as a result of the termination, including but not limited to costs of site restoration and monetary obligations incurred under third party contracts prior to the effective date of termination. KEYS shall have no duty to mitigate its damages with regard to materials ordered prior to the effective date of termination, regardless of when received.

10.2 DEFAULT AND TERMINATION FOR DEFAULT. Non-compliance by either party hereto with any of its material obligations to the other party as provided herein constitutes a default under this Agreement. Upon any such default, the non-defaulting party shall provide to the defaulting party a written notice of such default, which notice (a "Default Notice") shall state in reasonable detail the actions the defaulting party must take to cure the same. The defaulting party shall cure any such default within 30 days following the date of the Default Notice.

Notwithstanding the provisions of this Section, if any such default by the defaulting party remains uncured at the conclusion of any specified 30 day cure period, and if the nature of the defaulting party's obligations are such that more than 30 days is required to effect cure, then the defaulting party shall not be in default hereunder and the non-defaulting party shall not have the right to exercise its termination rights granted herein as a result of any such default, if the defaulting party commences cure within the applicable cure period and thereafter diligently pursues cure to completion of performance. In the event the defaulting party fails to affect any required cure within the time specified herein, the defaulting party shall be deemed to be in uncured default hereunder, and the non-defaulting party shall have the right, but shall not be obligated, upon written Notice to the defaulting party, to terminate the Agreement. If such Notice is given, this Agreement shall terminate on the date set forth in the Notice.

#### **ARTICLE 11 – AMENDMENT**

This Agreement may be amended only by written instrument signed by an authorized representative of each of the parties hereto.

#### **ARTICLE 12 – SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. COUNTY and KEYS agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

#### **ARTICLE 13 – ATTORNEY'S FEES AND COSTS**

COUNTY and KEYS agree that in the event any cause of action or legal proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

## **ARTICLE 14 – DISPUTE RESOLUTION**

The parties agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

## **ARTICLE 15 -- NONDISCRIMINATION**

The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

## **ARTICLE 16 – PUBLIC RECORDS**

The parties shall allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

## **ARTICLE 17 – THIRD PARTY RELIANCE**

No person or entity shall be entitled to rely upon any terms of this Agreement to enforce or attempt to enforce any third-party claim or benefit contemplated hereunder, and the parties agree that neither KEYS nor COUNTY or any agent, officer, or employee of each shall have the Authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

## **ARTICLE 18 – GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the parties agree that venue will lie in the appropriate court or before the appropriate administrative body in the 16th Judicial Circuit in and for Monroe County, Florida.

## **ARTICLE 19 – ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

## **ARTICLE 20 -- COUNTERPARTS**

This Agreement shall be executed in two or more counterparts, any of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

## **ARTICLE 21 – BOOKS, RECORDS, DOCUMENTS**

KEYS shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of

10 fiscal years after completion of the improvement or the termination of this agreement. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for five years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to KEYS pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the KEYS, KEYS shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by COUNTY. Such return shall not preclude the availability or exercise of any available legal or equitable remedies related to the disposition of such monies by KEYS.

#### **ARTICLE 22 – NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of KEYS or COUNTY in his or her individual capacity, and no member, officer, agent or employee of KEYS or COUNTY shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

#### **ARTICLE 23 – SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

#### **ARTICLE 24 – MUTUAL REVIEW**

This agreement has been carefully reviewed by KEYS and EYW, therefore this agreement is not to be construed against either party on the basis of authorship.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Interlocal Agreement as of the date first above written.



(SEAL)

Attest: Kevin Madok, Clerk

By: E. J. Atkinson

as Deputy Clerk

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

Pedro J. Mercado  
PEDRO J. MERCADO  
ASSISTANT COUNTY ATTORNEY

Date 6/18/25

MONROE COUNTY, FLORIDA

By: James K. Schell  
Mayor

UTILITY BOARD OF THE CITY OF  
KEY WEST, FLORIDA

Steve Wells  
Authorized Representative  
Print name: Steve Wells  
Title: Utility Board Chairman

Lynne Tejeda  
Witness

Print name: Lynne Tejeda

Nick Batty 1001 James Street, Key West, FL

Witness

Print name: Nick Batty

1001 James Street, Key West, FL

FILED FOR RECORD  
2025 JUN 20 PM 4: 26  
CLERK OF COURT  
MONROE COUNTY, FLA.



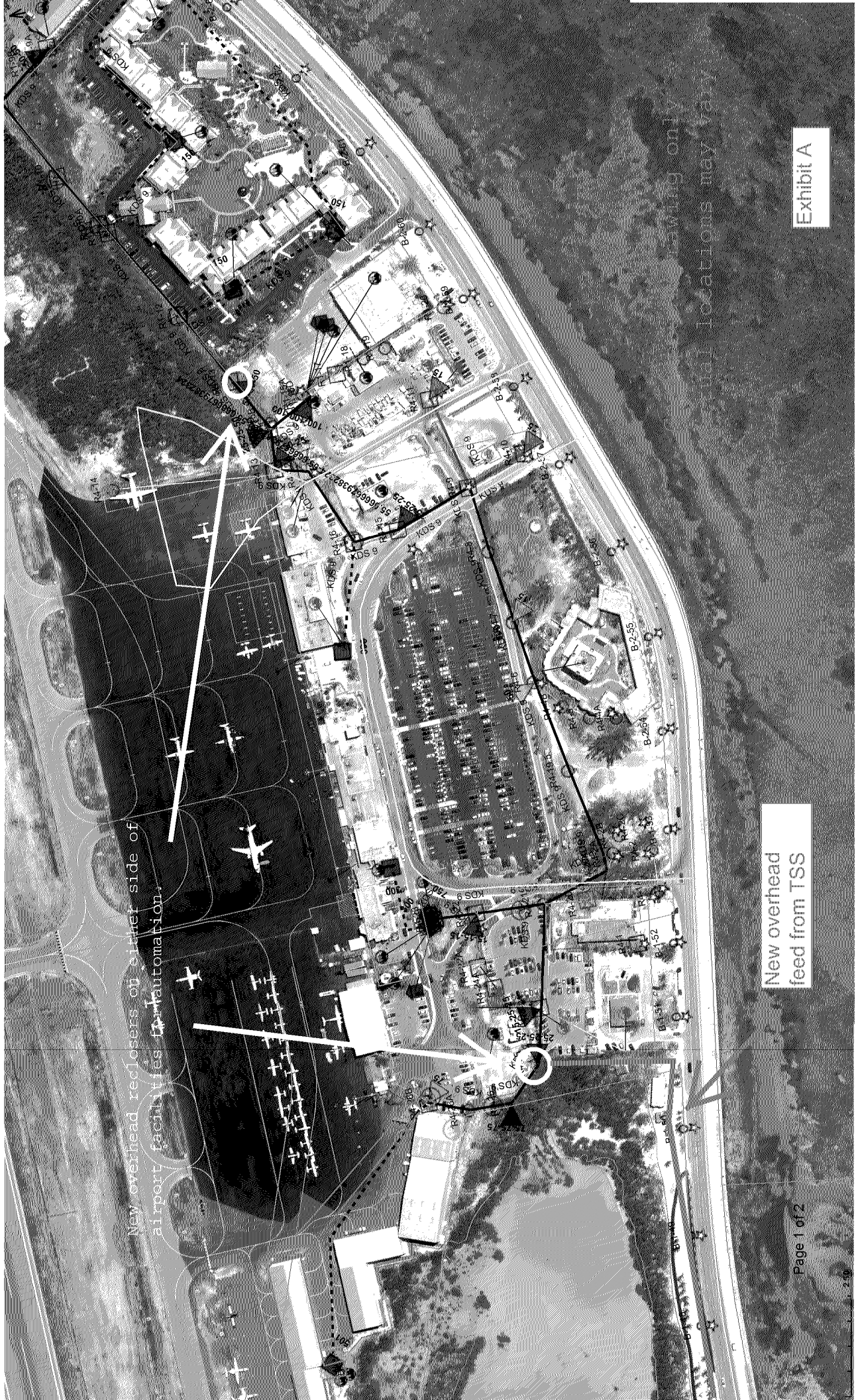


Exhibit A

New overhead  
feed from TSS

New overhead relocators on either side of  
airport facilities for automation.





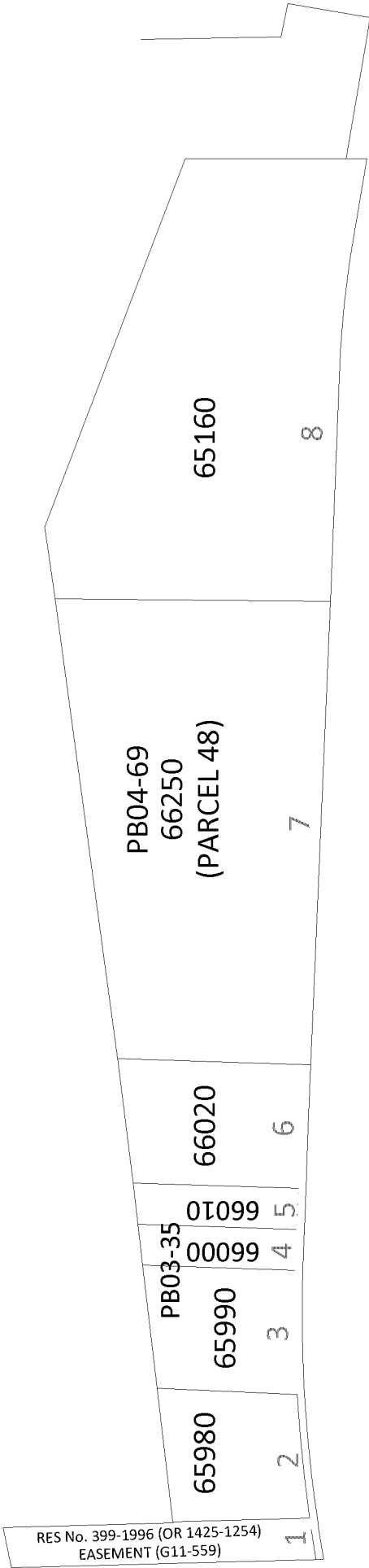
Pole Routing from South Roosevelt Boulevard Pump Station to Key West International Airport

**Exhibit B – Cost Estimate**

Description	Amount	Cost Responsibility	Expected Date*
<b>FEEDER EXTENSION PHASE I: Final Design/Planning/Permitting</b>			
Engineering Design/Drawings/Blueprints	\$125,000	KEYS	Months 1 - 4
Surveys	\$15,000	KEYS	Months 2 – 4
Environmental Review	\$40,000	KEYS	Months 4 – 6
Permitting/Right-of-Way	\$20,000	KEYS	Months 4 - 6
Easement Payments	Not Anticipated	Section 5.2	Month 6
Total (Excluding Easement Payments)	\$200,000	KEYS	
<b>FEEDER EXTENSION PHASE II: Construction</b>			
Materials From KEYS Stock	\$300,000	EYW	Month 7
General Construction	\$700,000	EYW	Months 7 -12
Environmental Cap (Mitigation required by permit – if applicable)	\$150,000	EYW	Months 12-15
Additional Environmental	Not Anticipated	KEYS	N/A
Program Administration (ex: file management, reimbursement requests)	\$0	KEYS	Ongoing
Inspections	\$0	KEYS	Ongoing
Total Cap (Excluding Phase II Environmental)	\$1,000,000	EYW	
Additional Total (Excluding Phase II Environmental)	Not Anticipated	KEYS	
<b>Phase I and II Total (Excluding Phase II Environmental):</b>	<b>\$1,200,000</b>		

**\*All dates are from Effective Date of Agreement**

EXHIBIT C



ENGINEERING DEPT.,  
KEY WEST FL.

KEY WEST AIRPORT  
PROPERTIES

DESIGNED BY: DAN SABINO

APPROVED BY: DAN SABINO

DATE: 03/07/2025

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SCALE: NONE SHEET 1 OF 1