



**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACT SUMMARY**

Contract with: Keys Energy Services Contract # \_\_\_\_\_

Effective Date: 12/13/2000

Expiration Date: \_\_\_\_\_

Contract Purpose/Description:  
Amendment four clarifies the current and previous contract numbers of the Maintenance and Compensation Agreement between FDOT and Monroe County and clarifies the effective date of compensation of KES to be July 1, 2009.

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Contract Manager: Judy Clarke 4329 Engineering/#1  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 2/15/2012 Agenda Deadline: 1/31/2012

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ 3,195.31 Current Year Portion: \$ 3,195.31

Budgeted? Yes  No  Account Codes: 102 - 22504 - 530460

Grant: \$ 3,195.31

County Match: \$ 0

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**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>1-30-2012</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Judith Clarke for KH</u>	<u>1-30-2012</u>
Risk Management	<u>1-30-12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slus</u>	<u>1-30-12</u>
O.M.B./Purchasing	<u>1-30-12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Penny Lewis</u>	<u>1-30-12</u>
County Attorney	<u>1/27/12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Christine Indeett-Barra</u>	<u>1/27/12</u>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**AMENDMENT FOUR TO THE  
TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE AGREEMENT**

THIS FOURTH AMENDMENT to the agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between **MONROE COUNTY, FL**, a political subdivision of the State of Florida (County) and **KEYS ENERGY SERVICES, INC.**, a governmental corporation (KES).

WHEREAS, the parties entered into an agreement on December 13, 2000, as amended on April 18, 2001, April 20, 2011 and May 18, 2011 for traffic signal and street light maintenance; and

WHEREAS, this amendment will clarify binding contract numbers between KES and the County in respect to Contract A-PP06 and BD-575 between Florida Department of Transportation(FDOT) and the County;

WHEREAS, this amendment will revise the effective date for compensation to KES that includes service dates congruent to FDOT's fiscal year 2010;

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree that the agreement shall be amended as follows:

**1. Section 3 is amended to read:**

The County shall pay KES 50% of the compensation received from FDOT for signals within the KES service area under Contract No. A-PP06 and preceding contract BD-575; payment shall be made for the preceding year (July 1 to June 30) on or before June 30<sup>th</sup> of each year this agreement remains in effect.

**2. Section 4 is amended to read:**

This Amendment is effective retroactively to July 1, 2009

3. In all other respects, the original agreement and amendments, not inconsistent herewith, between the parties remains in full force and effect.

The parties have hereunto respectively executed and sealed this Agreement on the date as set forth below.

(SEAL)  
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

(SEAL)  
Attest:  
By: Eddie DeLoach  
Executive Assistant to the Utility Board/  
General Manager/CEO

KEYS ENERGY SERVICES, Inc.  
By: [Signature]  
General Manager/CEO.  
APPROVED AS TO FORM:  
Christine M. Limbert-Barrow  
CHRISTINE M. LIMBERT-BARROW/S  
ASSISTANT COUNTY ATTORNEY  
Date 11/11/12

mailed  
KES  
6-15-11

**AMENDMENT THREE TO  
TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE AGREEMENT**

This amendment to agreement is made and entered into this 18<sup>th</sup> day of May, 2011, between MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida (County) and KEYS ENERGY SERVICES, INC., a governmental corporation (KES), in order to amend the agreement approved by the County on December 13, 2000 and amended on April 18, 2001 and April 20, 2011 as follows:

The following is added to the Agreement:

Keys Energy Services, Inc. agrees to utilize the U.S. Department of Homeland Security's E-verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All person employed by Keys Energy Services, Inc. during the term of this Agreement to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by Keys Energy Services, Inc. to perform work pursuant to this Agreement.

In all other respects, the original agreement and amendment, not inconsistent herewith, between the parties remains in full force and effect.

The parties have hereunto respectively executed and sealed this Agreement on the date as set forth below



(SEAL)  
Attest: **BANNY L. KOLHAGE**, Clerk

By: *Salvatore DeMantis*  
Deputy Clerk

Date: 5-18-11

**BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA**

By: *[Signature]*  
Mayor/Chairman

(Seal)  
Attest:

By: *Eddie Delph*

Title: Executive Assistant

Date: 6/1/2011

**KEYS ENERGY SERVICES, INC.**

By: *Lynne Vezada*

Title: GM / CEO

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
*Christine Limbert-Barrows*  
CHRISTINE M. LIMBERT-BARROWS  
ASSISTANT COUNTY ATTORNEY

Date: 5/2/11

**AMENDMENT TWO TO  
TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE AGREEMENT**

This amendment to agreement is made and entered into this 20<sup>th</sup> day of April, 2011, between MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida (County) and KEYS ENERGY SERVICES, INC., a governmental corporation (KES), in order to amend the agreement approved by the County on December 13, 2000 and amended on April 18, 2001 as follows:

1. City Electric System (CES) is amended to read Keys Energy Services, Inc. (KES);
2. Section (1a) is amended to read:

KES shall maintain the traffic signals, flashing fire station signals, flashing signs and street lights located within the unincorporated portions of the KES service area, for which Monroe County is responsible for providing maintenance; the maintenance services must be provided in a reasonable, prudent and timely manner. Maintenance services shall include, but not be limited to activities consistent with the International Municipal Signal Association (IMSA) Traffic Signal Maintenance Handbook, the Manual on Uniform Traffic Control Devices (MUTCD) and applicable portions of the State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement with Monroe County, Contract No. A-PP06, a copy of which is attached.

3. Section (1b) is amended to read:

The County shall pay KES 50% of the compensation received from FDOT for signals within the KES service area under Contract No. A-PP06; payment shall be made for the preceding year (July 1 to June 30) on or before June 30<sup>th</sup> of each year this agreement remains in effect.

4. This Amendment is effective retroactively to May 21, 2010.

In all other respects, the original agreement and amendment, not inconsistent herewith, between the parties remains in full force and effect.

The parties have hereunto respectively executed and sealed this Agreement on the date as set forth below.



(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

By: *Danny L. Kolhage*  
Deputy Clerk

Date: 4/20/2011

**BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA**

By: *[Signature]*  
Mayor/Chairman

(Seal)  
Attest:

**KEYS ENERGY SERVICES, INC.**

By: Edward Delph

By: Lyone Ogden

Title: Executive Asst

Title: GM/CEO

Date: May 24, 2011

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

Christine M. Limbert-Barrows

CHRISTINE M. LIMBERT-BARROWS  
ASSISTANT COUNTY ATTORNEY

Date 5/30/11

**Amendment to Agreement  
(Traffic Signal and Street Light Maintenance)**

This amendment to agreement is made and entered into this 18th day of April, 2001, between MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida (County) and CITY ELECTRIC SYSTEM, a governmental corporation (CES), in order to amend that certain agreement approved by the County on December 13, 2000, as follows:

1. Section 5 is amended to read as follows:

"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 1st."

2. In all other respects, the original agreement between the parties remains in full force and effect.

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



DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By *Janet Hancock*  
Deputy Clerk

By *George R. Neugart*  
Mayor/Chairman

(Seal)  
Attest:

CITY ELECTRIC SYSTEM

By *James L. ...*  
Title: *Exec. Ass't*

By *Page Kelly*  
Title: *Gen. Manager*

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY *[Signature]*  
ROBERT H. ...  
DATE *4-7-01*

## **AGREEMENT FOR TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE**

THIS AGREEMENT is entered into this 13th day of Dec., 2000, by And between MONROE COUNTY, a political subdivision of the State of Florida, whose address is Public Service Building, 5100 College Road, Key West, Fl 33040 [hereafter County], 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 County is responsible for maintaining certain traffic signals and street lights on Stock Island and Big Pine, Florida; and any future traffic signals or street lights that maybe added within the CES service area, and

WHEREAS, CES represents that it is professionally and technically capable of maintaining the Stock Island and Big Pine traffic signals and street lights and any future traffic signals or street lights 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 County, maintain the traffic signals and street lights located on Stock Island and Big Pine. The traffic signals and street lights 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 COUNTY shall pay CES \$100 per year for this maintenance service described in subparagraph 1a) in advance on or before January 1<sup>st</sup> 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 COUNTY will reimburse CES its cost in purchasing and installation of Poles, Foundations, Cabinets, Controllers, Signals Heads, Conductors, Conduit and any Computerized equipment and any additional equipment or material necessary to complete the request of the COUNTY. In order to be reimbursed CES must provide an invoice showing its cost in a format satisfactory to the County Clerk of the Circuit Court.

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, except as required to provide the maintenance services required by subparagraph 1a]. 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 County, computer hardware and software to operate such equipment, or any other matters that lie within the duties and obligations of the County 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 County 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, 2000 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 this \_\_\_\_\_ day of \_\_\_\_\_, the year first above written.

BOARD OF COUNTY COMMISSIONERS

DANNY L. KOLHAGE  
CLERK,

By [Signature]  
Deputy Clerk

By [Signature]  
Mayor/Chairperson

[SEAL]  
ATTEST:

CITY ELECTRIC SYSTEM

By [Signature]  
Title [Signature]

By [Signature]  
Title [Signature]

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY [Signature]  
ROBERT N. SOLPE  
DATE 11-28-00

EXHIBIT "A"

CUTCHLOW 11/27/00

LIST OF TRAFFIC SIGNALS AND STREET LIGHTS  
MONROE COUNTY HAS BEEN RESPONSIBLE  
TO MAINTAIN, BEFORE FRAGMENTATION.

CITY ELECTRIC MAINTENANCE AREA:

FROM COW CHANNEL TO SEVEN MILE BRIDGE.

TRAFFIC SIGNALS ON U.S. ONE.

- 1 CROSS STREET
- 2 McDONALD "
- 3 3RD STREET (EMERGENCY FLASH)
- 4 SUGAR LOAF BLVD. FLASH BEACON
- 5 " " FIRE STATION "
- 6 " " SCHOOL FLASH "
- 7 KEY DEER BLVD.

STREET LIGHTS

FROM COW CHANNEL BEYOND BOCA CHICA  
BRIDGE 1/2 MI. +

~~F.K.E.C. MAINTENANCE AREA.~~

~~MARATHON (NEW CITY)~~

- ~~1 3RD ST.~~
- ~~2 SEMB. BEACH RD (55TH ST.)~~
- ~~3 AIRPORT FIRE HOUSE (EMERGENCY FLASH)~~
- ~~4 107TH ST.~~
- ~~5 109TH ST.~~
- ~~6 SAN PABLO SCHOOL X-ING~~
- ~~7 KEY COLONY BEACH~~
- ~~8 COCA FLUM W/FL. BEACON~~

~~STREET LIGHTS FROM 37TH ST. TO END OF  
DIVIDED HIGHWAY.~~